

DRAFT SOLICITATION No. DE-RP30-09CC00046  
For Information Purposes Only – No Proposals Requested at this Time

<b>SOLICITATION, OFFER, AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1   99
2. CONTRACT NUMBER	3. SOLICITATION NUMBER DE-RP30-09CC00046	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED TBD	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY U.S. Department of Energy EM Consolidated Business Center 250 East Fifth Street, Suite 500 Cincinnati, OH 45202		8. ADDRESS OFFER TO (If other than ITEM 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and hand carried, in the depository located in	N/A	copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if	until	TBD	local time	TBD
				(Hour)		(Date)

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to terms and conditions contained in this solicitation

10. FOR INFORMATION CALL:	A. NAME Noelle Mills Contracting Officer	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS noelle.mills@emcbc.doe.gov
	AREA CODE 513	NUMBER 246	EXT. 0510		

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**OFFER (Must be fully completed by offeror)**

NOTE: item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 365 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.					
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR-OR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is unusable

STANDARD FORM 33 (Rev. 9-97)  
Prescribed by GSA – FAR (48 CFR) 53.214(c)

**PART I- SECTION B**

**SUPPLIES OR SERVICES AND PRICE/COSTS**

**B.01 ITEMS BEING ACQUIRED**

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this Contract and any Task Order as furnished by the Contracting Officer) and otherwise do all things necessary for, or incidental to, the performance of Task Orders issued under this contract to accomplish the objectives and requirements of Section C, Description and Specifications/Statements of Work from various locations nationwide (continental United States). The Contractor shall receive Orders to accomplish the tasks for the period stipulated in the Task Order. All work under this contract shall be based on Task Orders issued and authorized as detailed in Section H.08, Ordering Procedures.

**B.02 PRICE SCHEDULE**

The firm fixed unit prices for Contract Line Item Numbers (CLINs) 0001, 0002, and 0004 below can be found in Section J, Attachment B, Price List. The contract type for CLIN 0003 Ancillary Services can be either Fixed Price or Cost Reimbursement and will be determined at the Task Order Level. The contractor shall provide all contract reports as outlined in Attachment A, Deliverables, to this contract under CLIN 0005. CLIN 0005 Contract Reports is not separately priced.

CLIN #	Schedule of Services	Unit
0001	Bulk Survey For Release (BSFR)	EA
0001AA	Truck	EA
0001AB	Rail	EA
0001AC	Container	EA
0002	DOE Authorized Release (DOE Order 5400.5)	EA
0002AA	Truck	EA
0002AB	Rail	EA
0002AC	Container	EA
0003	Ancillary Services	EA
0004	MLLW/LLW Treatment	EA
0005	Contract Reports	NSP

**B.03 MINIMUM AND MAXIMUM QUANTITIES**

- a. In accordance with Section I Clause, FAR 52.216-22 Indefinite Quantity, the minimum quantity to be ordered under this contract is an amount which will equal \$25,000. The minimum quantity may be ordered under one or more Task Orders and under one or more CLINs.

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- b. In accordance with Section I Clause, FAR 52.216-22 Indefinite Quantity, the maximum quantity which may be ordered under this contract is \$24,900,000. This amount includes the estimated quantities from DOE offices as well as authorized DOE contractors. Notwithstanding either the estimated quantities or the maximum quantity as contained herein, the Government is obligated to order only the minimum quantity in paragraph a. above.
- c. The minimum and maximum quantities specified in paragraphs a. and b. of this clause apply to the entire period of contract performance and do not apply to any individual CLIN. There is no minimum quantity for any individual contract line item.

## **PART I- THE SCHEDULE**

### **SECTION C**

#### **DESCRIPTION AND SPECIFICATIONS/STATEMENTS OF WORK**

##### **C.00 Background**

Low-Level Waste (LLW) can be segmented into waste categories of Class A, Class B, Class C and Greater-Than-Class C (GTCC). These classifications are defined in the Nuclear Regulatory Commission (NRC) regulations (Title 10, Code of Federal Regulations [CFR], Part 61), based on potential LLW hazards and disposal and waste form requirements. It is important to note that these classifications generally apply to commercial LLW, i.e., NRC regulated LLW, and not DOE LLW. However, the classifications are relevant when DOE sends its waste to a commercial facility (which is regulated by NRC) for disposal. Class A waste contains the least radioactivity, most of which comes from relatively short-lived radionuclides, which decay to background levels within a few decades. Class B waste is also relatively short-lived, but contains higher concentrations of short-lived radionuclides than Class A. Class C waste can contain higher concentrations of both short-lived and long-lived radionuclides, while GTCC is higher still.

Over the years, the U.S. Department of Energy (DOE) has generated large quantities of the equivalent of Class A, B and C, Low-Level Waste and Mixed<sup>1</sup> Low-Level Waste (MLLW) during operations and remediation of facilities and laboratories. DOE seeks commercial Bulk Survey For Release (BSFR)/Authorized Release Services and Treatment Services, located in the United States of America, that provide cost-effective compliance with the Resource Conservation and Recovery Act of 1976 (RCRA), the Federal Facility Compliance Act (FFCA), State hazardous waste regulations, Toxic Substances Control Act (TSCA)/polychlorinated biphenyl (PCB) regulations, and any other applicable laws. DOE will not regulate and/or license facilities as a result of this requirement.

##### **C.01 Objectives**

The contract objectives are to provide:

- (a) BSFR services in accordance with NRC or Agreement State requirements;
- (b) Authorized Release services in accordance with DOE Order 5400.5, Radiation Protection of the Public and the Environment requirements;
- (c) Ancillary Services Associated with Waste Treatment
- (d) Treatment services for MLLW and LLW;

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<sup>1</sup> The term 'mixed waste' is waste that contains both source, special nuclear, or by-product material subject to the *Atomic Energy Act of 1954*, as amended, and a hazardous component subject to the *Resource Conservation and Recovery Act*.

BSFR is a licensed process approved by the appropriate regulatory agency (NRC or Agreement State) that allows for the survey and release of materials with extremely low levels of radioactive contamination in specified industrial waste landfills.

Authorized Release allows for the survey and release of materials which meet DOE release requirements and limits as specified in DOE Order 5400.5.

Treatment services for MLLW and LLW may include, but is not limited to, macroencapsulation, stabilization, neutralization, amalgamation, vacuum-assisted thermal desorption, thermal treatment, solvated electron, labpack and aerosol preparation, etc.

Treated and released waste shall meet the land disposal restriction treatment standards and the waste acceptance criteria of the designated disposal site. After accepting the waste, if the contractor cannot treat or release the waste, the waste shall be returned to compliant storage at the Waste Generator site of origin or other location as agreed to by the Waste Generator and BSFR/Authorized Release/Treatment contractor, at no cost to DOE, with all contractor-developed characterization data. DOE is responsible for the transportation of waste to the facility and back to the site of origin or other location as agreed to by the Waste Generator and BSFR/Authorized Release/Treatment contractor, if applicable.

## **C.02 Regulatory Frameworks**

The Federal Facility Agreement (FFA) is a binding interagency agreement between the U.S. Environmental Protection Agency (EPA), DOE, and the respective State(s) where the DOE site(s) is located. The FFA governs the corrective and Remedial Action (RA) processes from the investigation of individual Operable Units through their remediation and is designed to integrate the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) response action process with the corrective measures provisions of the RCRA. The FFA describes procedures for the parties to set annual work priorities for each process.

Cleanup activities at various sites may be governed by different agreements. The agreements will be specifically identified in the individual Task Orders and may be derived from CERCLA, RCRA, DOE Orders, NRC or Agreement State rules, or other site-specific requirements.

### **C.03 Contract Line Items (CLINs)**

The following are the CLINs covered under this contract.

- CLIN 0001 - Bulk Survey For Release
- CLIN 0002 - DOE Authorized Release (DOE Order 5400.5)
- CLIN 0003 - Ancillary Services
- CLIN 0004 - MLLW/LLW Treatment
- CLIN 0005 - Contract Reports

### **C.04 Requirements (applicable to all CLINs, except as noted)**

The contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract and any order as furnished by the Ordering Activity) and otherwise do all things necessary for waste released under BSFR and DOE Authorized Release, the treatment of Class A, B/C MLLW and/or Ancillary Services.

All waste will be treated or released in accordance with applicable laws, regulations, and DOE Orders (e.g., DOE Order 435.1, Radioactive Waste Management, DOE Order 5400.5, Radiation Protection of the Public and the Environment, etc). All truck and rail shipments of waste must be treated, or released in accordance with applicable laws. The facility must satisfy all applicable laws and regulations and possess all permits/licenses in order to accept wastes. The contractor shall, without additional expense to the Government, be responsible for complying with any federal, state, and municipal laws, codes, and regulations applicable for the facilities and equipment required to accomplish the applicable scope of work. Waste Generator sites for the waste are located across the United States at DOE and other DOE supported sites.

#### **C.04.1 BSFR (applicable to CLIN 0001 only-insert in BSFR contract(s) only)**

The BSFR contractor shall:

1. Maintain all authorizations, licenses, personnel, and equipment to accomplish BSFR in compliance with Federal and state regulations and permits.
2. Ensure the material meets the land disposal restriction treatment standards and the Waste Acceptance Criteria (WAC) at the time of release.
3. Complete all appropriate treatment, packaging, certification and release functions within the prices established in this contract and any resulting Task Orders while adhering to schedule requirements and all DOE and regulatory requirements.
4. Obtain a copy of the final certification for release of material from the Government or commercial site. The contractor shall provide a copy to the Contracting Officer (CO) and Designated Contracting Officer (DCO) within 30 days of receipt.

5. If the vendor cannot release the material to the BSFR criteria, it shall be returned to compliant storage at the site of origin or as agreed to by the Waste Generator and BSFR contractor, at no cost to DOE, with all vendor-developed characterization data.
6. Notify Waste Generator 10 days prior to the start of release.

**C.04.2 DOE Authorized Release (applicable to CLIN 0002 only-insert in Authorized Release contract(s) only):**

The Authorized Release contractor shall:

1. Maintain all authorizations, licenses, personnel, and equipment to accomplish the DOE Authorized Release in compliance with Federal and state regulations and permits.
2. Ensure the waste meets the land disposal restriction treatment standards and the WAC at the time of release.
3. Complete all appropriate treatment, packaging, certification and release functions within the prices established in this contract and any resulting Task Orders while adhering to schedule requirements and all DOE and regulatory requirements.
4. Obtain a copy of the final certification for release of material from the Government or commercial site. The contractor shall provide a copy to the CO & DCO within 30 days of receipt.
5. If the vendor cannot release the material to the Authorized Release criteria, it shall be returned to compliant storage at the site of origin or as agreed to by the Waste Generator and the Authorized Release contractor, at no cost to DOE, with all vendor-developed characterization data.
6. Notify Waste Generator 10 days prior to the start of release.

**C.04.3 Ancillary Services (CLIN 0003-insert in Ancillary Services contract(s) only)**

For Task Orders issued under this CLIN, the contractor shall perform services in accordance with applicable federal, State, and local and DOE environmental, safety and health requirements. The contractor shall maintain all authorizations, licenses, personnel, and equipment to accomplish the scope of work detailed in the specific Task Orders.

The scope includes comprehensive environmental task-based services, including, but not limited to: waste characterization, treatability studies, MLLW/LLW treatment services (including at the DOE site), transportation of waste, regulatory report writing, data analysis, assessment, interpretation, verification and presentation, and technical oversight of MLLW/LLW activities. Treatment of classified waste may occur under this CLIN.

**C.04.4 MLLW/LLW Treatment (applicable to CLIN 0004 only-insert in Treatment contract(s) only):**

The treatment contractor shall:

1. Maintain all authorizations, licenses, personnel, and equipment to accomplish the treatment of waste in compliance with Federal and state regulations and permits.
2. Ensure the waste meets the land disposal restriction treatment standards and the WAC at the time of disposal.
3. Complete all appropriate treatment, packaging, and certification functions within the prices established in this contract and any resulting Task Orders while adhering to schedule requirements and all DOE and regulatory requirements.
4. Obtain a copy of the certification for disposal of waste from the Federal or commercial disposal site. The contractor shall provide a copy to the CO & DCO within 30 days of receipt.
5. If the vendor cannot treat the waste to the criteria, it shall be returned to compliant storage at the site of origin or as agreed to by the Waste Generator and the Treatment Contractor, at no cost to DOE, with all vendor-developed characterization data.
6. Properly treat and dispose of all byproduct, residual and secondary waste in compliance with Federal and state regulations and permits.
7. Develop a monthly waste treatment progress report, maintain all DOE waste treatment documentation and audit checklists.
8. Notify Waste Generator 10 days prior to the start of treatment.

Treatment activities may include, but is not limited to, macroencapsulation, stabilization, neutralization, amalgamation, vacuum-assisted thermal desorption, thermal treatment, solvated electron, labpack and aerosol preparation, etc.



#### **C.04.5 Licenses and Permits**

1. The contractor shall maintain and keep current appropriate licenses and permits as required by Federal, state and local laws and ordinances that enables receipt, storage and treatment of radioactive waste and mixed radioactive waste.
2. The contractor shall not receive any waste unless the contractor's treatment facility is fully authorized for handling, treatment and storage of the waste defined in the Task Order, in accordance with applicable laws and regulations.
3. The contractor's WAC and any updates during the period of performance shall be provided to the Government for use in the determination that waste meets treatment criteria. The contractor shall provide a copy to the CO within 30 days of award.
4. The contractor may be requested to review waste generator Sampling and Analysis Plans (SAPs). The SAPs will govern the sampling and analysis of wastes prior to shipment under the contract and will:
  - a. Include mutually agreeable procedures for measurement of the physical, chemical and radiological parameters of the radioactive waste and/or mixed radioactive waste at the Waste Generator site, as necessary, to ensure that the material complies with the disposal or release contractor's WAC prior to shipment.
  - b. Be consistent with the disposal or release contractor's license and permit requirements.
  - c. SAP reviews shall be completed within 30 days of request.
5. The contractor shall allow reasonable site access to DOE personnel for purposes of inspection and/or audits regarding permits and/or licenses required by the Task Order. Full audits of the contractor's facility may be conducted no more often than once per year. Advance notification of any announced audit will be no less than 30 days. An initial audit of the facility may be performed by the Government prior to receipt of the first waste shipment under this contract. The contractor's cost associated with such inspections and audits shall be included in the unit rates for BSFR, Authorized Release and Treatment Services or the Task Order proposal for Ancillary Services.
6. The contractor shall verbally notify the CO & DCO immediately of changes to licenses and permits held by the contractor. The contractor shall also provide written notification within 10 days or prior to any shipments to the contractor's facility (whichever is shorter).
7. The contractor shall verbally notify the CO & DCO within 24 hours of any Notice Of Violation (NOV) issued by regulatory agencies related to the site operations. The contractor shall maintain a record of all nonconformance or deficiencies identified by regulatory agencies.

#### **C.04.6 Waste Characterization**

1. A Waste Profile Record shall be used for waste characterization together with waste samples, as necessary, to formulate a waste treatment method. The Waste Profile Record will be provided by the Waste Generator to the contractor. The contractor shall provide the approved Waste Profile Record to the CO and the Waste Generator within 5 days after approval.
2. Scientifically accepted standards and procedures approved by applicable regulatory authorities shall be used in the formulation of a treatment method adhering to EPA requirements and the requirements of the disposal contractor's licenses and permits.
3. Upon completion of the development and approval of the Waste Treatment Profile, testing of the waste samples, and formulation of a treatment method for the particular waste stream, the contractor shall issue to the Waste Generator a "Notice to Transport" which serves as written approval for the waste stream to be treated. A notification of transport shall be made to the Waste Generator within 5 days of approval. The approved Notice to Transport shall be provided to the Waste Generator within 5 days after approval.

#### **C.04.7 Environment, Safety and Health (ES&H) and Quality Assurance (QA) Requirements**

The ES&H and QA requirements may vary with each Task Order depending on what work (if any) will be performed on the Government's site. The Ordering Activity will detail the specific requirements in the Task Order.

1. The Contractor shall have a *Quality Assurance Program (QAP) Description* that describes the overall implementation of DOE QA requirements. The QAP shall be applied to all (not just ES&H) work performed by the Contractor.

The *Quality Assurance Program Description* shall implement the requirements of:

- 10 CFR 830 Nuclear Safety Management, Subpart A, *Quality Assurance Requirements*;
- DOE O 414.1C, *Quality Assurance*;
- DOE-EM, *DOE Environmental Management, Quality Assurance Program Description*, Revision 1; and
- ASME NQA-1-2004 (or latest edition and addenda), *Quality Assurance Requirements for Nuclear Facility Applications*, as the national consensus standard for work scope implementing QA Criteria of 10 CFR 830 Subpart A and O 414.1C. The Contractor shall implement Parts I and II of the NQA-1 standard and indicate within the QA Program those portions of NQA-1 Parts III and IV that are applied to Contractor's work scope. If additional standards are required to address unique/specific work activities, the standards shall be identified within the Contractor's QA Program.

2. The contractor shall have approved health and safety programs that meet the requirements of their licenses or permits to handle, treat, store, and transport radioactive waste and/or mixed radioactive waste.
3. The contractor shall be prepared for DOE to review and audit the contractor's ES&H and QA programs, which may include an examination of treatment facilities, carrier facilities, laboratory, and appropriate records. This audit may be announced or unannounced. Advance notification of any announced audit will be no less than 30 days. The contractor's cost associated with such inspections and audits shall be included in the unit rates for BSFR, Authorized Release and Treatment Services or the Task Order proposal for Ancillary Services. QA and ES&H audits may be consolidated with permit/licensing audits of C.04.5.5

#### **C.04.8 Receipt of Waste**

1. The contractor shall accept deliveries from 8:00am until noon local time, on working days, defined as Monday through Friday, except holidays as follows:

New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving	Fourth Thursday and Friday of November
Christmas Day	December 25

2. The contractor may develop and maintain a "Winter Schedule" for delivery of waste material on working days from December 1 to March 1. A "Winter Schedule" may be required in order to allow for longer waste processing times associated with freezing temperatures due to the climate at the treatment contractor's site.
3. The contractor shall provide a Shipment Delivery Scheduler point of contact for scheduling shipments from the Ordering Activity/Waste Generators and for receipt of the U.S. Department of Transportation (DOT) advanced shipment notifications. The Shipment Delivery Scheduler is documented in Section G, *Contract Administrative Data*. The shipment documentation required under this contract and/or Task Order includes:
  - a. Shipping Schedule: The contractor shall maintain an all-inclusive (i.e., all Waste Generators/shippers under this contract) annual shipping schedule for waste material to be treated each year. Annual shipping schedules shall be coordinated in October of each year. This schedule shall include an estimate of the volume for each waste stream, number and type of shipments, shipping rate and timing of shipments. Updates quarterly or as requested by the CO to support smooth treatment operations.
  - b. Notice of Delivery: Not less than 5 working days prior to the shipping date of each waste stream shipment, the contractor will be provided the following from the Ordering Activity/Waste Generator:

- (1) The 5 Working Day Shipment Notification form
  - (2) The Special Nuclear Material Exemption Certification form, if applicable (required when U-235, U-233, Pu-236, and Pu-238 through Pu-244 are present in the waste).
  - (3) A copy of the Waste Profile form for each waste stream to be treated.
  - (4) A copy of the Waste Shipment Manifest documentation, e.g., (NRC Forms 540 (Uniform Low-Level Radioactive Waste Manifest (Shipping Paper)), 541 (Uniform Low-Level Radioactive Waste Manifest (Container and Waste Description)), NRC Form 542 (Uniform Low-Level Radioactive Waste Manifest (Manifest Index and Regional Compact Tabulation)), DOE and State forms.
- c. Arrival Confirmation: Upon receipt of the above items, the Shipment Delivery Scheduler shall provide to the Ordering Activity/Waste Generator and CO a date for delivery of the shipment and an Arrival Confirmation Number.

Note: The above listed items (a-c) will be provided to the contractor by e-mail, mail, or facsimile.

4. The contractor shall verbally notify the affected Ordering Activity/Waste Generator and the CO within 24 hours of discovery of any event or condition impacting the scheduled receipt of waste, together with corrective actions planned and information on rescheduling of shipments.
5. All waste material shipped on an individual shipping manifest shall be considered a “shipment” under the terms of this contract.
6. For BSFR and DOE Authorized Release, title to the material shall pass to the contractor upon the contractor’s issuance of a “Completion of Release Certificate,” as documented in the Task Order, regardless of when or where the contractor takes physical possession. Title and all other incidents to the material shall thereupon transfer from the Ordering Activity/Waste Generator and shall be held by the contractor. The Ordering Activity/Waste Generator shall have no rights to recovery of any material contained in the waste material nor any credit for its potential value. The certificate shall be provided to the Waste Generator, CO and DCO within 5 days after approval.

#### **C.04.9 Unloading of Shipment**

1. The contractor shall unload the radioactive waste using appropriate safety standards, guidelines, facility procedures and in accordance with its licenses, permits, and Federal, state, and local laws and ordinances.
2. In the event that the contractor discovers that the transportation vehicle, rail car, containers, packaging, and/or markings of the delivered waste material has failed to meet the U.S. DOT requirements under Title 49 CFR – Transportation, the contractor shall document the infraction and notify the Ordering Activity/Waste Generator and the DCO immediately by telephone upon discovery, and in writing within 48 hours. See Section C.04.14, *Nonconformance*.

#### **C.04.10 Transporting Vehicles and Containers**

1. The contractor shall provide services to survey vehicles used to transport the wastes to the contractor's site to verify radioactive contamination has occurred or not occurred upon vehicle arrival and before departure. The contractor shall perform exposure, release decontamination and transportation surveys in accordance with its Radioactive Material License and 49 CFR – Transportation, and certified free of contamination exceeding release criteria. The contractor shall maintain a record of all surveys. A copy shall be forwarded to the CO and DCO and the waste generator shipping the waste upon request. Any vehicle contamination will be reported to the Ordering Activity/Waste Generator and CO and DCO within 24 hours of detection for determination of corrective action prior to decontamination and delivery vehicle release. Copies of survey reports shall be forwarded to the Ordering Activity/Waste Generator and CO and DCO in cases where readings are above the contractor's Radioactive Material License or DOT release criteria.
2. As required by the Task Order, the contractor may be given disposition instructions to include instructions for packaging the waste for shipment and transport of the treated waste to the designated destination, in accordance with appropriate laws, regulations and guidelines.

#### **C.04.11 Operations**

1. The contractor shall conduct all operations on the radioactive waste in accordance with its licenses, permits, and Federal, state, and local laws and ordinances.
2. DOE wastes treated or released under this contract shall not be intermingled with wastes from non-DOE Waste Generators.
3. The contractor shall document treatment by providing the completed treatment or release documentation (e.g., completed Waste Profile sheets) to the Ordering Activity/Waste Generator, CO and DCO within 30 calendar days of treatment.

4. The contractor shall allow the Government, coordinated by the CO, site access to conduct necessary inspections and/or an annual audit of all activities related to this SOW and the Task Order. The contractor's cost associated with such inspections and audits shall be included in the contract and task order's unit rates.
5. The contractor shall be liable for the repair of rail cars, trucks, and containers and covers damaged by the contractor in the performance of the Task Order. Notification of existing damage to conveyances received under this contract shall be provided to the Ordering Activity/Waste Generator, CO and DCO within 24 hours of the incident. Contractor notification as required by this paragraph, may be issued by e-mail, facsimile or other electronic means provided such means results in verifiable evidence of the receipt of the required notification.

#### **C.04.12 Records Management**

The contractor shall ensure records are created, maintained, and dispositioned in accordance with its NRC or Agreement State license or permit. If additional records management responsibilities are required they will be specifically identified in the individual Task Orders and may include but are not limited to requirements under Title 44 U.S.C., 36 CFR, DOE O 243.1 (Records Management Program), DOE O 243.2 (Vital Records), DEAR clause 970.5204.3 (Access to and Ownership of Records), and the Privacy Act Systems of Records (pursuant to FAR 52.224-4).

#### **C.04.13 Reporting Requirements**

All documentation below shall be submitted to the CO and DCO, where applicable, for information and review. Any changes to documentation below require formal written notification to the CO and DCO, where applicable, including acknowledgment of receipt. The contractor shall promptly respond to questions regarding reports. The cost of required reports under this contract shall be included in the contract and task order's unit prices.

1. Prior to receiving waste, the contractor shall provide to the CO and DCO, where applicable, complete documentation of: site permits for storage and treatment of waste, NRC or Agreement State Radioactive Materials License, the contractor's Closure Plan, and any other authorizations, exemptions, RCRA permit requirements, applicable exemptions, and other requirement etc., documenting that the contractor is permitted to receive, handle, store, and treat the specific type and quantity of radioisotopes present in the waste being treated under this contract within 10 days from the date of order award. Any subsequent revisions to these requirements shall be supplied to the CO and DCO, where applicable, within 10 days of the revision approval.
2. Upon request, the contractor shall provide the CO and DCO, where applicable, a copy of the most recent NRC, State, and/or Federal audit reports and closeout reports for any observations, findings or corrective actions required for site operations related to the contractor's license and/or permit requirements.

3. Prior to receiving samples for offsite analysis, the contractor shall provide copies of the current radioactive material licenses and most recent Audit Report for all laboratories supporting treatment as well as any required special certifications showing that the laboratory is qualified to perform the analysis. Any subsequent revisions to these requirements shall be supplied to the CO and DCO, where applicable, within 10 days of the revision approval.
4. Signed copies of the treatment facility Waste Profile Records forms and manifests, indicating that the treatment facility has treated each shipment of waste shall be provided to the Ordering Activity/Waste Generator, CO and DCO, where applicable, within 30 days of treatment.
5. On an annual basis, the contractor shall provide a report (in contractor format) to the CO and the EM Office of Disposal Operations (EM-12), reporting the following. A final summary report shall be provided at the end of the contract.
  - a. Monthly waste shipments including weights, volumes, source, radionuclide content/characterization data, treatment methods and Waste Profile Record results.
  - b. A forecast of the next year's activities.
  - c. Any vehicle contamination exceeding release criteria shall be identified. A listing of any deviated or rejected shipments during the period including any corrective action (e.g. treatment of nonconforming waste for excess moisture) performed by the contractor; Compliance, permitting or regulatory problems and resolution for the previous quarter; Occurrences or events, which adversely affected treatment operations and associated impact on operations and scheduled receipt or treatment.
  - d. Status of licenses and permits. Copies of annual reports submitted to health, safety, environmental and radiological regulatory agencies. Compliance inspection reports issued by health, safety, environmental and radiological regulatory agencies.
6. Thirty days after physical completion of work conducted under this contract, the contractor shall submit a Contract Closeout Plan to the CO. The contractor must address closeout activities, as appropriate, including but not limited to all remaining administrative matters, resolution of any open litigations, audit of indirect costs, record disposition required by the Government, records turnover to DOE (including review, organizing and packaging), closeout of subcontracts, and the Final Summary Report.

**C.04.14 Nonconformance**

1. The contractor shall have no obligation to receive, handle, store, or treat any waste material delivered to the contractor's facility which is nonconforming waste material, which is defined as: Material delivered that does not comply with contractor's licenses, permits or regulations, including: manifesting errors, contamination results from failure to comply with packaging, marking and shipment of material in accordance with DOT Title 49 CFR – Transportation, shipment is delivered to the facility without a "Notice to Transport."
2. Upon delivery to the contractor's facility and prior to the contractor's unloading the shipment, if the loaded transport vehicle and/or containers do not conform to the requirements of the treatment facility's licenses or permits, or DOT, Title 49 CFR – Transportation regulations, or arrive damaged or unusually difficult to unload, the contractor shall notify the Ordering Activity/Waste Generator, CO and DCO immediately by telephone (to be followed by written notification (facsimile) within 48 hours) of the discovery for negotiation of a resolution. Resolution may be but not limited to the following:
  - a. Contractor may provide a proposed corrective action with an estimate of the cost to correct.
  - b. The Government may arrange for the waste to be returned to the origin site at the Government's expense.
  - c. Ordering Activity may direct an alternative course of action.
  - d. Either party may negotiate a rejection of the shipment.
  - e. The costs incidental to returning the shipment shall be borne by the Ordering Activity/Waste Generator.
  - f. The parties shall negotiate an equitable adjustment to the task order for the management and/or return to the origin site, consistent with the provisions of the contract.



## C.05 Acronyms

ACGIH	American Conference of Governmental Industrial Hygienists
ASTM	American Society of Testing and Materials
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CFC	Chlorofluorocarbons
CFR	Code of Federal Regulations
CO	Contracting Officer for the Basic Contract
COR	Contracting Officer's Representative for the Basic Contract
DCO	Designated Contracting Officer for the Task Order(s) issued under the Basic Contract
DCOR	Designated Contracting Officer's Representative for the Task Order(s) issued under the Basic Contract
DD&R	Deactivation, Demolition and Removal of Buildings
DOE	U.S. Department of Energy
EMCBC	Environmental Management Consolidated Business Center
EPA	U.S. Environmental Protection Agency
ES&H	Environmental Safety and Health
FFA	Federal Facility Agreement
IDIQ	Indefinite Delivery Indefinite Quantity
LLW	Low-Level Waste
MLLW	Mixed Low-Level Waste
NRC	Nuclear Regulatory Commission
OSHA	Occupational Safety and Health Administration
QA	Quality Assurance
QC	Quality Control
RA	Remedial Action
RCRA	Resource Conservation and Recovery Act
RFI/RI/BRA	RCRA Facility Investigation/Remedial Investigation/Baseline Risk Assessment
SOW	Statement of Work
TLVs	Threshold Limit Values
WAC	Waste Acceptance Criteria

**PART I- THE SCHEDULE**

**SECTION D**

**PACKAGING AND MARKING**

**D.01 PACKAGING**

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate.

**D.02 MARKING**

(a) Each package, report, or other deliverable shall be accompanied by a letter or Other document that:

(1) Identifies the contract number under which the item is being delivered.

(2) Identifies the deliverable Item Number or Report Requirement that requires the delivered item(s).

(3) Indicated whether the contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(b) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract.

**PART I- THE SCHEDULE**

**SECTION E**

**INSPECTION AND ACCEPTANCE**

**E.01 INSPECTION**

Inspection of all items under Task Orders performed under this contract shall be accomplished by the Designated Contracting Officer (DCO) or the Designated Contracting Officer's Representative (DCOR) as a duly authorized representative.

**E.02 ACCEPTANCE**

Acceptance of all work and effort under Task Orders performed under this contract (including "Reporting Requirements," if any) shall be accomplished by the Designated Contracting Officer or the duly authorized representative and in accordance with this basic contract and the individual Task Order acceptance criteria.

**E.03 FINAL INSPECTION/ACCEPTANCE**

Final inspection and acceptance of deliverables and completion of Task Orders shall take place at completion of delivery at the Task Order location.

**E.04 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENTS (FEB 1999)**

The Contractor shall comply with the higher-level quality standards selected below:

American Society of Mechanical Engineers (ASME) Nuclear Quality Assurance (NQA-1) Standards, 2004, including addenda through 2007.

**CLAUSES INCORPORATED BY REFERENCE**

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

**E.05 Fixed Price Clauses**

FAR 52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)

**E.06 Cost Reimbursement Clauses**

FAR 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT (APR 1984)

**PART I- THE SCHEDULE**

**SECTION F**

**DELIVERIES OR PERFORMANCE**

**F.01 PERIOD OF PERFORMANCE**

The period of performance for ordering shall be through five (5) years from the date of award of the basic contract. Performance under any resulting Task Orders must be complete within seven (7) years from the date of award of the basic contract.

**F.02 PLACE OF PERFORMANCE**

The primary locations for the performance of work under this contract will be the contractor's facility(ies). Secondary locations may be Government/Government supported sites that are located throughout the United States. Generally, Government/Government supported work sites shall be at current or former DOE or DOE contractor locations in which Atomic Energy Commission, Energy Research and Development Administration, or Department of Energy work was, or is being, performed. Non-DOE sites may be included on a case by case basis. The actual place of performance shall be set forth in each Task Order.

**F.03 DELIVERABLES**

Deliverables for the basic contract and Task Orders, where applicable, are identified in Section J, Attachment A. Task Orders will specify the required deliverables each Task Order. Task Orders will be issued in accordance with Section H.08.

**CLAUSES INCORPORATED BY REFERENCE**

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

**F.04 Fixed Price Clauses**

FAR 52.242-15	STOP WORK ORDER (AUG 1989)
FAR 52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)

**F.05 Cost Reimbursement Clauses**

FAR 52.242-15	STOP WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)
FAR 52-249-14	EXCUSABLE DELAYS (APR 1984)

**PART I- THE SCHEDULE**

**SECTION G**

**CONTRACT ADMINISTRATION DATA**

**G.01 CORRESPONDENCE PROCEDURES**

**1. For orders issued by offices of the USDOE**

To provide timely and effective administration, correspondence (except for invoices) submitted under this Contract shall be subject to the procedures listed below. Each Task Order shall contain the name and address of the Designated Contracting Officer (DCO) and the Designated Contracting Officer's Representative (DCOR) for the individual Task. The basic contract shall be administered by the CO and COR designated below.

- (a) Correspondence. All correspondence shall be sent concurrently to both the CO and COR and/or DCO and the DCOR.
- (b) CO's Address. The address for the DCO and DCOR shall be contained in each Task Order. The CO for the basic contract is included in Clause G.06.
- (c) Subject Line(s). All correspondence shall contain a subject line commencing with the contract number as illustrated below:

SUBJECT: CONTRACT NO. **DE-AM30-09CC00046**

**2. For orders issued by authorized USDOE contractors**

For orders issued by USDOE authorized contractors, correspondence procedures shall be as specified in individual task orders. For orders issued by USDOE authorized contractors, the following terms and phrases which appear in the basic contract shall be interpreted relative to the individual order to read as follows:

- a. U.S Department of Energy, Department of Energy, DOE, the Government, or any other term or phrase intended to refer to the U.S. Department of Energy or the United States of America, shall be construed to mean the contractor or other entity placing the order.
- b. Designated Contracting Officer, Designated Contracting Officer's Representative, DOE-DCOR, and any other term or phrase intended to refer to an authorized representative of the United States Department of Energy or the United States of America shall be construed to mean "authorized representative" of the contractor placing the order.

**G.02 GOVERNMENT CONTACT FOR POST AWARD ADMINISTRATION**

The Contractor shall use the DCO at the address provided in the Task Order as the point of contact for all matters regarding the Task Order except technical matters. The Point of Contact for the basic contract is identified in G.06 of this contract.

**G.03 CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

The COR's for this basic contract is listed below.

U. S. Department of Energy  
Environmental Management Consolidated Business Center  
\_\_\_\_\_(TBD)  
250 East Fifth Street, Suite 500  
Cincinnati, OH 45202  
(xxx) xxx-xxxx  
\_\_\_\_\_[@emcbc.doe.gov](mailto:emcbc.doe.gov)

The DCOR for a Task Order will be identified in each individual Task Order.

**G.04 SUBMISSION OF VOUCHERS/INVOICES**

**1. For orders issued by offices of the USDOE:**

For each Task Order, the Contractor shall submit invoices on Cost reimbursement Task Orders in accordance with FAR 52.216-7 - "Allowable Cost and Payment (DEC 2002)" and FAR 52.216-8 - "Fixed Fee (MAR 1997)". Firm-Fixed-price Task Orders with small businesses shall be paid in accordance with FAR 52.232-16 - "Progress Payments (APR 2003) ALTERNATE I (MAR 2000)" if progress payments are requested. Firm-Fixed-price Task Orders without progress payments will be paid upon completion of the Task Order in accordance with FAR 52.232-25, "Prompt Payment (OCT 2003)".

The Contractor shall invoice the DCO under Task Orders monthly (or more frequently if approved by the DCO) for its charges and expenses properly allocable to work under each Task Order. The invoice (Standard Form 1034) should include a statement of cost for services rendered. This statement should include, at a minimum, a breakout by cost or price element (Contract Line Item Number/CLIN) of all services actually provided by the contractor, both for the current billing period and cumulatively for the entire task contract. The charges for the current billing period (month) shall be accompanied by any relevant supporting documentation, such as time sheets or outside invoices. Any charges for travel include the destination, employee who incurred the cost, and the brief statement explaining the purpose of the travel along with a copy of all receipts. The statement of cost must include a certification statement signed by a responsible official of the contractor. In some instances, copies of supporting bills and invoices may be requested by the DCO. The invoice will be paid after approval and certification by the DCO of satisfactory contract performance.

The Contractor is encouraged to submit, in accordance with the Payments provisions of this contract, an electronic Invoice using the Vendor Inquiry Payment Electronic Reporting System (VIPERS) system at <http://finweb.oro.doe.gov/vipers.htm>. The benefits of using the electronic invoicing function within VIPERS include increased accuracy and response time, thus resulting in more expeditious payment of invoices. Detailed instructions on how to enroll and use the system are provided on the web page.

However, paper submissions can still be accommodated. The Contractor shall submit the original of any paper invoice(s) (Standard Form 1034) in accordance with the Payments provision to:

U.S. Department of Energy  
Oak Ridge Operations Office  
Oak Ridge Financial Service Center, FM-71  
200 Administration Road  
Oak Ridge, TN 37830  
1-888-251-3557

Submit one copy with all supporting documentation to the address specified in each Task Order.

**2. For orders issued by authorized USDOE contractors:**

As specified in individual delivery orders

**G.05 SHIPMENT DELIVERY SCHEDULER**

The contractor's Shipment Delivery Scheduler for this basic contract is listed below.

\_\_\_\_\_(TBD)  
Xx Energy Ave (TBD)  
Anywhere, USA 1234 (TBD)  
(xxx) xxx-xxxx  
\_\_\_\_\_@\_\_\_\_\_.com

**G.06 CONTRACTING OFFICER**

The Contracting Officer for the basic contract is listed below:

U. S. Department of Energy  
Environmental Management Consolidated Business Center  
\_\_\_\_\_(TBD)  
250 East Fifth Street, Suite 500  
Cincinnati, OH 45202  
(xxx) xxx-xxxx  
\_\_\_\_\_[@emcbc.doe.gov](mailto:emcbc.doe.gov)

The DCO for a Task Order will be identified in each individual Task Order.

**G.07 OFFICE OF ENVIRONMENTAL MANAGEMENT TASK ORDER OMBUDS**

(a) Pursuant to FAR 16.505(b)(5) and DEAR 916.505(b)(5), an ombuds has been appointed to facilitate the resolution of concerns regarding this acquisition from offerors, potential offerors, and others. The ombuds does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombuds may refer the party to another official who can resolve the concern.

(b) The existence of the ombuds does NOT affect the authority of the contracting officer.

(c) The ombuds does not disclose and is not required to disclose any information provided in confidence, except to address an imminent risk of serious harm. Records pertaining to a complaint, inquiry, or investigation are confidential and not subject to disclosure outside the ombuds' office. The ombuds does not reveal the identity of a complainant without that person's express consent. The ombuds may, at the ombuds' discretion, disclose non-confidential information and may disclose confidential information so long as doing so does not reveal its source. The ombuds will discuss any exceptions to the ombuds' maintaining confidentiality with the source of the information.

(c) Before consulting with the ombuds, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting the ombuds does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions). The ombuds shall not address any matters under protest to GAO.

(d) If resolution cannot be made by the contracting officer, concerned parties may contact:

Dr. Mindy Connolly  
Office of Environmental Management (EM) Task Order Ombudsman  
EM-52/Forrestal Building



U.S. Department of Energy  
1000 Independence Ave., S.W.  
Washington, DC 20585  
E-mail: ([mindy.connolly@hq.doe.gov](mailto:mindy.connolly@hq.doe.gov))

- (e) The ombuds has no authority to render a decision that binds the agency.
- (f) Do not contact the ombuds to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

## **G.08 DEFINITIONS**

The following special definitions are applicable to this contract:

*Contracting Officer (CO)* - The person with the authority to enter into contracts as defined in FAR 2.101, who is assigned as responsible for this contract as a whole and who is specified in G.01. This official will award and administer the basic contract.

*Contracting Officer's Representative (COR)* - The Contracting Officer's designated representative whose responsibilities apply to the overall contract and who is specified in G.03. The extent of the COR's authority is defined in Contract Clause I.05 Technical Direction. This official will provide technical direction on issues regarding the basic contract.

*Designated Contracting Officer (DCO)* - The DOE or Prime Contractor person with the authority to enter into contracts as a contracting officer defined in FAR 2.101 and Section H.09(a), and who is assigned as responsible for the specific Task Order issued under this contract. The DCO shall be identified in each individual Task Order.

*Designated Contracting Officer's Representative (DCOR)* - The DOE or Prime Contractor Designated Contracting Officer's designated representative whose responsibilities apply to the specific Task Order issued under this contract and who is specified in the Task Order. The extent of the DCOR's authority is defined in Contract Clause I.05 Technical Direction.

*Task Order Ombuds* – The ombudsman must review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures in the contract. The ombudsman must be a senior agency official who is independent of the contracting officer and may be the agency's competition advocate.

## **PART I - THE SCHEDULE**

### **SECTION H**

#### **SPECIAL CONTRACT REQUIREMENTS**

##### **H.01 MODIFICATION AUTHORITY**

Notwithstanding any of the other provisions of this Contract, the CO shall be the only individual under the basic contract and the DCO shall be the only individual under a Task Order authorized to:

- (a) Accept nonconforming material,
- (b) Waive any requirement of the Task Order, or
- (c) Modify any term or condition of the Task Order upon mutual consent.

##### **H.02 REPORTING REQUIREMENTS**

The Contractor shall prepare and submit the Deliverables as set forth in Section J, Attachment A, Deliverables, to the addressees, and in the required number of copies, as designated in the basic contract or as specified in the Task Orders.

##### **H.03 CONFIDENTIALITY OF INFORMATION**

- (a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the DCO in writing, or as such disclosure may be authorized by the contract terms or as may be required by a court, Government agency, or regulatory agency, or as otherwise required by law. If the Contractor is required to make such disclosure, the Contractor shall immediately notify the DCO, and shall take such further efforts as necessary to minimize the disclosure. The foregoing obligations, however, shall not apply to:

- (1) Information, which, at the time of receipt by the Contractor, is in public domain;
- (2) Information which is published after receipt thereof by the Contractor, or otherwise becomes part of the public domain through no fault of the Contractor;
- (3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly and/or indirectly from the Government or other companies;

- (4) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.
- (b) The Contractor shall obtain the written agreement, in a form satisfactory to the DCO, of such employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.
- (c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the DCO. From time to time, upon request of the DCO, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary.
- (d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by the Contractor's personnel.
- (e) This clause shall flow down to all subcontracts and consultants' agreements.

**H.04 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR**

The Representations, Certifications, and Other Statements of the Contractor, dated <insert date at time of award> and the Contractors Small, Small Disadvantaged, and Women-Owned Business Subcontracting Plan, dated <insert date at time of award>, and made in response to Solicitation No. DE-RP30-09CC00046 are hereby incorporated into this contract by reference.

**H.05 CONTRACT PARTICIPATION BY FOREIGN NATIONALS**

The Contractor shall notify the CO and DCO, in writing, prior to any visit to a DOE facility by any foreign national in connection with the work being performed under the individual Task Order. This notification shall be made at least 45 days prior to the planned visit unless a shorter period is authorized by the COR.

**H.06 PROTECTION OF UNCLASSIFIED NUCLEAR INFORMATION**

- (a) The Contractor shall take appropriate action to establish and maintain a system to ensure that any Unclassified Controlled Nuclear Information (UCNI) in the

Contractor's possession in connection with the performance of work under this contract is protected from unauthorized disclosure and dissemination in accordance with DOE regulations.

- (b) The term "Unclassified Controlled Nuclear Information" means unclassified information protected against unauthorized dissemination pursuant to section 148 of the Atomic Energy Act with respect to atomic energy defense programs, and which pertain to:
  - (1) Design of production facilities or utilization facilities;
  - (2) Security measures relating to the protection of production or utilization facilities, nuclear materials contained in these facilities, nuclear materials in transit; or
  - (3) Design, production, or utilization of atomic weapons or components thereof, if such information was declassified or removed from the Restricted Data category, and if the unauthorized dissemination of such information could reasonably be expected to result in significant adverse effect on the public health and safety or the common defense by increasing the likelihood of illegal production of nuclear weapons, or theft, diversion or sabotage of nuclear materials, equipment or facilities.
- (c) Access to UCNI shall be limited to those persons determined to require access to UCNI in the performance of official duties, and in conformance with applicable DOE Orders.
- (d) While in use, UCNI shall be under the control of an authorized individual. As a minimum, UCNI shall be stored in locked desks, file cabinets, offices, or facilities where access is controlled.
- (e) Each document or other material that is determined to contain UCNI shall be marked in a conspicuous manner to indicate the presence of UCNI. When transmitted outside an authorized place or storage, these documents shall be packaged to preclude disclosure of the presence of UCNI. All markings and transmittals, including electronic media, will be accomplished in accordance with applicable DOE orders.
- (f) The Contractor agrees to conform to all regulations and requirements of the Department of Energy concerning UCNI as specified in the Task Order.
- (g) Persons who violate prohibitions against unauthorized disclosure of UCNI may be subject to civil and criminal penalties under Sections 148 and 223 of the Atomic Energy Act of 1954, as amended.
- (h) This article, including this paragraph (h) shall be included in all subcontracts which involve access to UCNI.

## **H.07 PROTECTION OF CLASSIFIED MATTER**

Documents originated by the Contractor or furnished by the CO or DCO to the Contractor in connection with this Contract may contain classified matter. The Contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with applicable DOE Regulations and Directives as specified in the Task Order.

## **H.08 ORDERING PROCEDURES**

### **1. For orders issued by offices of the USDOE**

- (a) The CO or a DCO may issue Task Orders pursuant to the procedures set forth in paragraph (b) - (g) below. Costs not attributed to the performance of a specific Task Order will not be allowed without the prior written consent of the DCO. The Contractor shall commence performance upon the receipt of a Task Order signed by the DCO. The Contractor will not be reimbursed for the costs of preparing task proposals as a direct cost under this contract or any Task Order.

Each Task Order will be issued in accordance with the following procedures:  
Request for Task Proposal (RTP) - The DCO will furnish the Contractor with a written request for proposal. The request will include:

- (1) a description of the specified work and data items required, including the site location when applicable;
  - (2) the anticipated performance period and critical milestones;
  - (3) a description of the contract type (firm-fixed-price, cost reimbursement, or a combination of firm-fixed price and cost reimbursement CLINs);
  - (4) any Ordering Office property, material or services to be made available for performance of the order; and
  - (5) any other pertinent information, (such as applicable wage rates, site visit date, or required travel, applicable DOE Directives).
- (b) The DCO shall give every awardee a fair opportunity to be considered for a delivery-order or task-order exceeding \$3,000 unless one of the following statutory exceptions applies:
  - (i) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays;

(ii) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;

(iii) The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

(iv) It is necessary to place an order to satisfy a minimum guarantee.

The Contracting Officer may offer a fair opportunity to a task award solely among small businesses awardees in accordance with FAR Part 19.

- (c) In issuing tasks under this procedure, the DCO may base the issuance on any other factor(s) that he or she deems appropriate in the exercise of sound business judgment. This includes low cost technically acceptable and best value determinations.

The evaluation may include the associated transportation costs to and from the contractor's facility and disposal costs not included as scope in the Task Order. The transportation costs and disposal costs, though not part of the scope of the Task Order, are critical in the DOE Federal Project Director's determination (in accordance with DOE Order 435.1) of the overall costs to the Government for treatment and release services.

- (d) At the conclusion of discussions/negotiations, if requested by the DCO, the Contractor shall provide a Certificate of Current Cost or Pricing Data pursuant to FAR 15.403-4 using the format as set forth in FAR 15.406-2, if applicable.

- (e) The DCO will unilaterally issue a Task Order which will include:

- (1) Date of the order;
- (2) Contract and Task Order numbers;
- (3) Performance-Based Statement of Work, including references to applicable specifications, including performance measures and expectations;
- (4) Applicable Report(s) from the Reporting Requirements Checklist;
- (5) Any Ordering Office property, material, or base/site support to be made available for performance of the order;
- (6) The agreed-to total amount and appropriate breakout for the specific contract type;
- (7) Accounting and appropriation data;
- (8) The names, addresses, and phone numbers of the applicable DCO and DCOR as well as any other necessary points of contact; and
- (9) My other pertinent information deemed necessary to the performance of the order.

- (f) No protest is authorized in connection with the issuance or proposed issuance of a Task Order except for
- (1) A protest on the grounds that the order increases the scope, period, or maximum value of the contract; or
  - (2) A protest of an order valued in excess of \$10 million. Protests of orders in excess of \$10 million may only be filed with the Government Accountability Office, in accordance with the procedures at FAR 33.104.
- (g) To ensure that all contractors are afforded a fair opportunity to be considered for task or delivery orders pursuant to FAR 16.5 the designated Task Order ombudsman is Ms. Mindy Connolly, DOE Headquarters, at (202) 586-2171. The purpose of the Ombudsman is not to diminish the authority of the Contracting Officer, but to receive on behalf of and to communicate to the appropriate Government personnel concerns and disagreements of contractor(s) not receiving a specific task and to work to resolve the matter. When requested, the Ombudsman will maintain strict confidentiality as to the source of the concern. The Ombudsman does not participate in the original selection of contractors or in the evaluation or determination of the issuance of task or delivery orders under this contract, does not act in the capacity of a Contracting Officer, and does not participate in the adjudication of contract disputes, in regard to multiple award task or delivery order contracts awarded pursuant to FAR 16.5. Interested parties may contact the Ombudsman with concerns or disagreements.

**2. For orders issued by authorized USDOE contractors:**

- (b) By placement of task orders under this contract, authorized USDOE contractors agree to comply with the terms and conditions of the basic contract, as amended, and to indemnify and hold harmless the United States Department of Energy and the United States of America for any and all damage incident to and/or arising from the ordering contractor's acts in the performance thereof. Unique terms and conditions on individual delivery orders are not acceptable unless such terms and conditions are not in conflict with the basic contract or the contractors' license, and are subject to the prior consent of the contractor and the USDOE Contracting Officer responsible for administering the basic contract. Any unique terms and conditions agreed to in individual delivery order's shall not be construed as a modification of any term or condition of the basic contract, nor so as to establish a binding precedent for future task order's on either the contractor or the USDOE

Task Orders issued under this contract will include, as a minimum:

- (a) a description of the services being ordered;
- (b) the applicable contract line item number;
- (c) the schedule of performance;
- (d) amount of liquidated damages, if any;

- (e) the total estimated volume of waste to be disposed of under the delivery order;
- (f) the shipping schedule per delivery order to include the first and last shipment dates, the number of conveyances and/or containers, and the frequency of the shipments, (e.g., 3 trucks per week for a 10 week period), and;
- (g) line item amount for special handling (treatment for excess moisture, radioactivity, etc).

## **H.09 ADMINISTRATIVE INFORMATION**

- (a) DCOs as anticipated in FAR 52.216-18, Ordering are: (1) all DOE Contracting Officers, and (2) DOE prime contractors. For the purposes of this contract, all Ordering officials (Federal and contractor) are generically referred to as DCOs as defined in clause G.08, Definitions.
- (b) The DCO is responsible for all Task Order activities including requesting Task Proposals, evaluating for award, awarding, funding, all administrative activities and evaluating contractor performance. Task Order numbers will include two alpha characters for the ordering office and two numeric characters for the task sequence (such as CCO1). All Task Orders will reference the Task Order that is being awarded under this basic contract.
- (c) The DCO will provide a copy of issued Task Orders and Task Order modifications to the CO identified in Section G.06. Copies of performance evaluations on completed Task Orders, or Task Orders that are in process, will also be provided to the CO identified in Section G.06. The CO will provide copies of the contract and contract modifications to the DCO, upon request. The CO will also provide past performance information for work performed under this contract to the DCO.

## **H.10 SECURITY**

- (a) Responsibility: It is the Contractor's duty to safeguard all classified information, any information designated as sensitive and not subject to disclosure that may be provided either for Task Order proposal preparation or performance, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding and protecting against sabotage, espionage, loss and theft of Government assets. If Special Nuclear Material is entrusted to the Contractor during performance of this contract, it shall not be retained after the completion or termination of the contract.
- (b) Subcontracts and purchase orders. Except as otherwise authorized in writing by the DCO, the Contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract and any Task Orders.
- (c) Specific security requirements shall be specified under individual Task Orders.



**H.11 PERSONNEL SECURITY CLEARANCES**

Specific personnel security requirements shall be specified under individual Task Orders.

**H.12 CONTRACTOR'S PROGRAM/TASK MANAGER**

- (a) The contractor shall designate a Task Manager for each Task Order issued under the Contract. The Task Manager will be the contractor's authorized supervisor for technical and administrative performance of all work there under. The Task Manager shall provide the single point of contact between the contractor and the DCOR under this contract. All administrative support for the contractor's personnel required to execute the Task Order shall be the responsibility of the Contractor.
- (b) The Contractor shall also designate a single point of contact to receive Requests for Task Proposals from the DCO.
- (c) The Contractor's Task Manager shall receive and execute, on behalf of the contractor, such technical directions as the DCOR may issue within the terms and conditions of the contract.

**H.13 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT**

The contractor is required to comply with the following in accordance with the applicable DOE Order DOE O 221.1A Reporting Fraud, Waste and Abuse to the Office of the Inspector General:

- (a) Notify their employees annually of their duty to report directly to the DOE Inspector General (IG) allegations or suspicions of fraud, waste, abuse, corruption, or mismanagement in DOE programs, operations, funds, or contracts. The contractor employees should, when appropriate, report directly to the IG any information concerning wrongdoing by employees of DOE, contractors, or subcontractors. The contractor employees should also report to the DOE IG any allegations of reprisals taken against contractor employees who have reported fraud, waste, abuse, corruption, or mismanagement to the IG;
- (b) Display and publish the DOE IG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies; and
- (c) Publish the DOE IG hotline telephone number in phone books and newsletters.

**H.14 NON-SUPERVISION OF CONTRACTOR EMPLOYEES BY THE GOVERNMENT OR ITS CONTRACTORS**

No Government or Generator site contractor employee shall exercise any supervision or control over contractor employees performing services under this contract. The contractor's employees shall be held accountable solely to the contractor's management, who in turn is responsible for contract performance to the Government.

#### **H.15 APPLICABILITY OF DOE ORDERS**

The contractor shall comply with all applicable DOE Orders (<http://forms.doe.gov/>) in Section J, Attachment C as incorporated in the individual Task Orders. Additional DOE Orders may be included at the Task Order level as required.

#### **H.16 CONTRACTOR-FURNISHED MATERIAL**

The contractor shall provide all materials and supplies necessary to perform the work as specified in the Task Order. Materials and supplies provided shall be of acceptable industrial grade and quality and in compliance with any applicable industry standards (e.g., Underwriters Laboratories, etc.). All such materials and supplies must be compatible and operate safely with existing systems equipment.

#### **H.17 ENVIRONMENTAL PROTECTION**

The contractor shall comply with applicable Federal, State, and local laws and with the applicable regulations and standards regarding environmental protection of the public and the environment. All environmental protection matters shall be coordinated with the CO, COR, DCO or the DCOR. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by contractor negligence, the contractor shall reimburse the Government for the amount of the fine and other costs. The contractor shall also cleanup any oil spills, releases of hazardous substances, hazardous wastes, and hazardous materials resulting from the contractor's operations. The contractor shall comply with the instructions of the cognizant Federal agencies' safety and health personnel to avoid conditions that create a nuisance or which may be hazardous to the health of civilian personnel and surrounding communities.

The contractor shall comply with 40 CFR Section 311, and with the requirements of the latest edition of the applicable Federal agency's Spill Prevention Control and Countermeasures Plan as required by the Task Order.

#### **H.18 PASSES AND BADGES**

For Task Orders requiring work to be performed on DOE sites, all contractor employees shall obtain the required employee and vehicle passes for the specific Task Order project as appropriate. The contractor shall, prior to the start of on-site work, submit to the DCO or the DCOR an estimate of the number of employees expected to be utilized at any one time on the Task Order. The work site shall issue badges without charge. The contractor shall turn in badges for employees: (i) who are no longer working on the contract; (ii) who no longer require access; (iii) when their badge expires; or (iv) when the contract

expires or is terminated. When appropriate, badges shall be returned to the DCOR or work site's security office within 10 days.

#### **H.19 ACCESS TO BUILDINGS**

This provision applies to all Government/Government supported sites that require the contractor to work in or near radioactively contaminated facilities/soils/water.

It shall be the contractor's responsibility, through the DCO or the DCOR, to obtain access to the buildings and arrange for the buildings to be opened and closed for the following:

(a) For minor work of two hours or less duration, the contractor shall contact the building manager and security organization.

(b) For major work, defined as work in excess of two hours duration, and/or work that will create dust or noise, the contractor shall contact the DCO or the DCOR at least one week in advance of the start of the work. The contractor must provide a description of the work, the number of workers required, and duration of the work.

Keys may be issued to the contractor; however, it shall be the contractor's responsibility to make adequate arrangements for security of the building at the end of each work day.

Access to tenant spaces must be scheduled with the DCO or the DCOR at least ten (10) days in advance. Notice must include names of employees to be admitted, expected arrival time, and visit duration. Buildings that require an escort will be identified in the solicitation for a specific project. All access will be during normal working hours, Monday through Friday, as specified in the Task Order.

The contractor shall arrange its on-site work so that it will not interfere with normal work site business. The contractor shall develop a monthly work schedule for all on-site work performed from Task Order award through installation period for all Task Orders. In no event shall the contractor change approved work schedules without the prior written consent of the DCO or the DCOR.

If the contractor desires to work on Saturday, Sunday, holidays, or outside the project site's normal working hours, which normal working hours will be specified in the Task Order, it may submit a request for approval to the DCOR at least seven (7) working days prior to the proposed start of such work.

#### **H.20 CONTRACTOR EMPLOYEES**

Upon receipt of notice of award of each Task Order, the contractor shall provide the DCO Officer or the DCOR with the name(s) of the responsible supervisory person(s) authorized to act for the contractor.

The contractor shall furnish sufficient personnel to perform all work specified within the Task Order.

Contractor employees shall conduct themselves in a proper, efficient, courteous, and businesslike manner.

For Government/Government supported sites: No employee or representative of the Contractor will be admitted to the work site unless that employee furnishes satisfactory proof that he/she is a citizen of the United States, unless otherwise authorized in the Task Order.

## **H.21 CONTRACTOR'S LIABILITY INSURANCE**

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below by which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;
- b. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- c. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- d. claims for damages insured by usual personal injury liability coverage;
- e. claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there-from;
- f. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- g. claims for bodily injury or property damage arising out of completed operations; and,
- h. claims involving contractual liability insurance applicable to the Contractor's obligations.

The insurance required by this special provision shall be written for not less than limits of liability specified in the Task Order or required by law, whichever coverage is greater.

Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment.

Certificates of insurance acceptable to the DCO shall be filed with the DCO prior to commencement of the Work. These certificates and the insurance policies shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the DCO. If any of the foregoing insurance coverage are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

## **H.22 SERVICE CONTRACT ACT**

The Clause "Service Contract Act" is applicable and located in the Contract Clauses Section (Section I) of this Contract. In the performance of this contract, the Contractor shall comply with the requirements of the applicable U.S. Department of Labor Wage Determination(s) for Service Contract Act covered work, as defined in the individual Task Orders.

## **H.23 DISPUTES**

In addition to any other clauses contained herein related to Disputes and/or the Contract Disputes Act of 1978, any dispute between the Contractor and the Ordering Officer shall be put into writing and submitted to the DCO identified in the Task Order for resolution.

## **H.24 WASTE GENERATOR RESPONSIBILITIES**

The Ordering Activity/Waste Generator shall provide the following services:

1. Select all containerized material and deliver in accordance with an agreed-to schedule, to a designated staging area at a DOE site.
2. Develop staging areas on the DOE sites where containerized waste will be loaded before the material is transported to the contractor facility.
3. Obtain necessary approvals or exemptions to DOE Order 435.1, *Radioactive Waste Management*, to allow radioactive waste to be stored, treated, or disposed of, at a commercial facility as required.
4. Provide National Environmental Protection Act (NEPA) documentation, as required.
5. Issue Task Orders.
6. Provide representative samples to the vendor and notify the vendor of any known procedures that would be of material significance to the proper handling of the wastes.
7. Complete waste profile forms if the vendor requires them.
8. Package and prepare the wastes in compliance with Federal and state regulations, and permits.
9. Provide all equipment and labor, and load all containerized waste on the vendor's transport vehicles at the staging areas.
10. Review all marking, labeling, and placarding as required by DOT Hazardous materials regulations 49 CFR 172 Subparts D, E, and F after loading the waste.
11. Perform health physics surveys and release the waste for off-site transport (if required).
12. Provide required characterization data to meet RCRA, TSCA, DOT, and vendor waste profile requirements to ship the wastes off-site (if required).
13. Complete shipping papers and manifests for each load of waste being transported to the vendor's treatment facility (if required).
14. All wastes to be treated under this contract were generated at Government facilities or under Government contracts and title to waste remains with the Government origin site until accepted by the contractor.

15. The Government shall be responsible for any sampling, analysis or characterization in accordance DOT, RCRA, TSCA, and state regulations for manifesting, transportation, and the treatment facility WAC. This information will be documented in Waste Generator Sampling and Analysis Plans, as agreed to by the contractor.
16. If the Government is the shipper of record, the Ordering Activity/Waste Generator is responsible for all markings, labeling, packaging, containers, carriers, and shipment of LLW and MLLW, and costs incidental to and associated with, the delivery of the radioactive waste to the contractor's treatment facility. Packaging, markings, containers and carrier requirements shall be in compliance with current applicable regulations, laws, ordinances, contractor licenses, and the following DOT CFR:
  - (a) 49 CFR Part 172 – *Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements.*
  - (b) 49 CFR Part 173 – *Shippers – General Requirements for Shipments and Packaging.*
  - (c) 49 CFR Part 178 – *Specification for Packaging.*
17. The Ordering Activity/Waste Generator shall coordinate shipment and arrival dates with the contractor's Shipment Delivery Scheduler, as documented in Section G, *Contract Administration Data*.
18. Delivery shall be in accordance with the treatment contractor's approved and current delivery instructions and the Section H.08, *Ordering Procedures*.
19. Coordination includes providing the contractor with the required 5 working day shipment notification, and associated documentation.
  - (a) Shipments shall not be scheduled without an "Arrival Confirmation Number" provided by the contractor's Shipment Delivery Scheduler.
  - (b) Shipments shall not be scheduled for delivery on contractor holidays, as documented in Section C.
20. The Waste Generator shall provide to the contractor a signed Waste Profile record, and appropriate attachments. The form shall be submitted for each different waste stream to be treated by the contractor. Signature on the form shall constitute and warrant the Waste Generator's certification that such information on the form is true, accurate, and complete, to the waste generator's knowledge, and the contractor may in good faith, rely on the information contained therein.

21. Waste Generators shall not mix or otherwise combine the waste material with any other material or products from any other party or source, nor present the same for receipt by the contractor.
22. The Ordering Activity/Waste Generator is responsible for discrepancies incident to shipment including coverage, shortage, loss, damage and other discrepancies between the quantity and/or condition of materials shipped via commercial carriers and the quantity and/or condition of these materials as shown on the shipping manifest or other transportation documents. The Ordering Activity/Waste Generator is responsible when there is a determination that the transport vehicles and/or containers are contaminated, leaking, or otherwise not in compliance with the requirements of DOT Title 49 CFR – Transportation.
23. Claims arising from non-compliance with DOT Title 49 CFR – Transportation and discrepancies occurring in transit through the completion of off-loading are a matter for settlement between the Ordering Activity and the carrier.
24. All organizations that issue orders under this contract will rely on the DOE QA audits and shall not conduct their own.

#### **H.25 DOE RESPONSIBILITIES**

1. The CO will keep current the Representations and Certifications of the contractor.
2. A website shall be maintained consisting of the contract and all modifications.
3. The CO shall keep the contract master contract file, and monitor for information purposes, the usage of the contract, in terms of quantity of waste, type of waste being processed, and cost to the Government.

#### **H.26 AUTHORIZED USERS**

1. All DOE Offices, Laboratories, and Project Offices, including DOE prime contractors are authorized to place Orders under this contract. See Section H.08, *Ordering Procedures*.
2. Other users may be authorized, in writing, by the DOE CO on a case-by-case basis. Inquiries shall be directed to the DOE CO, as documented in Section G, *Contract Administration Data*.



#### **H.27 MOST FAVORABLE RATE**

The contractor shall always provide the parties covered under this contract (Federal Government, DOE, and DOE Prime contractors) the lowest priced unit rates and/or discounted rate (by CLIN) afforded to any of its customers. If at anytime the contractor provides a lower rate/discounted rate to a customer outside of this contract the contractor shall notify the Administrative Contracting Officer within 3 workdays. The lower rate/discount shall be applied to this contract by way of a bi-lateral contract modification within 30 days of the utilization of the lower rate. The new lower rate/discount shall be made retroactive to the date that the contractor afforded the lower rate/discount to customer(s) outside of this contract. Any Order in effect at the time of the price change shall be modified or adjusted as required to reflect the new lower rate/discount. The contractor shall make every attempt to invoice at the lower rate/discount. If an invoice goes out prior to making the proper downward adjustment the contract shall make an appropriate refund.

#### **H.28 SITE-SPECIFIC/TASK ORDER TERMS AND CONDITIONS**

The contractor acknowledges that the organization issuing a Task Order under this contract may have requirements unique to its mission and/or geographic location, including additional detailed statements of work. The contractor agrees that the organization placing an order reserves the right to incorporate, subject to mutual agreement of the organization and the contractor, its own local site-specific terms and conditions relative to the Federal Acquisition Regulations, Agency-specific regulations, orders or guidelines, environment, safety and health considerations, or other applicable local, state and Federal laws and regulations. These Site-Specific/Task Order specific Terms and Conditions shall only apply to the Task Order(s) that they are incorporated into.

#### **H.29 GOVERNMENT-FURNISHED RESOURCES**

Government furnished services and items will be identified in the individual Task Orders.

#### **H.30 LOBBYING RESTRICTION (ENERGY AND WATER ACT 2006)**

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

**PART II - SECTION I**

**CONTRACT CLAUSES**  
**INDEX**

**FEDERAL ACQUISITION REGULATIONS (FAR) CLAUSES**

<b><u>Clause No.</u></b>	<b><u>Full Text Clauses (included at the end of this section)</u></b>
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I.02 FAR 52.216-19	ORDER LIMITATIONS (OCT 1995)
I.03 FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
I.04 FAR 52.223-7	NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)
I.05 DEAR 952.242-70	TECHNICAL DIRECTION (DEC 2000)

**CLAUSES INCORPORATED BY REFERENCE**

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

FAR 52.202-1	DEFINITIONS (JUL 2004) AS MODIFIED BY DEAR 952.202-1 (MAR 2002)
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DEAR 952.250-70	NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996)
DEAR 970.5204-2	LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC 2000) NOTE: “List of Applicable Laws, Regulations, and DOE Directives” included at Section J, Attachment C, to this contract
DEAR 970.5203-2	PERFORMANCE IMPROVEMENT AND COLLABORATION (MAY 2006)

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**FULL TEXT CLAUSES**

**I.01 FAR 52.216-18 ORDERING (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or Task Orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through five years after date of contract award.
- (b) All delivery orders or Task Orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or Task Order and this contract, the contract shall control.
- (c) If mailed, a delivery order or Task Order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**I.02 FAR 52.216-19 ORDERING LIMITATIONS (OCT 1995)**

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25,000.00, the Government is not obligated to

purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$24,900,000.00;

(2) Any order for a combination of items in excess of \$24,900,000.00; or

(3) A series of orders from the same ordering office within five days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.2 16-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**I.03 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of the FAR may be accessed at <http://www.arnet.gov/far>. Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions: <http://professionals.pr.doe.gov>

**I.04 FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)**

(a) The Contractor shall notify the Contracting Officer or designee, in writing, sixty (60) days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and

any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0 107).

- (b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-
  - (1) Be submitted in writing;
  - (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
  - (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
- (c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
- (d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

**I.05 DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)**

NOTE: The term CO in relation to the basic contract should be read to mean the individual identified in clause G.06. In relation to Task Orders, the term CO should be read as DCO as identified in G.06. The term COR in relation to the basic contract should be read to mean the individual identified in clause G.03. In relation to Task Orders, the term COR should be read as DCOR as identified in G.03.

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
  - (1) Providing direction to the contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
  - (2) Providing written information to the contractor that assists in interpreting drawings, specifications, or technical portions of the work description.

- (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government.
- (b) The contractor will receive a copy of the written COR designation from the contracting officer. It will specify the extent of the COR's authority to act on behalf of the contracting officer.
- (c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:
  - (1) Constitutes an assignment of additional work outside the Statement of Work;
  - (2) Constitutes a change as defined in the contract clause entitled "Changes;"
  - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
  - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
  - (5) Interferes with the contractor's right to perform the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the contractor, the Contracting Officer must:
  - (1) Advise the contractor in writing within thirty (30) days after receipt of the contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
  - (2) Advise the contractor in writing within a reasonable time that the Government will issue a written change order; or
  - (3) Advise the contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.



- (f) A failure of the contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled “Disputes.”

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J  
LIST OF ATTACHMENTS**

<u>Attachment</u>	<u>Description</u>
A	DELIVERABLES
B	PRICE LIST
C	LIST OF APPLICABLE LAWS, REGULATIONS, AND DOE DIRECTIVES

## PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

### SECTION J

#### ATTACHMENT A - DELIVERABLES

(all days are calendar days unless otherwise specified)

<b>Number</b>	<b>Description</b>	<b>Due Date</b>	<b>Contract Reference</b>
1	BSFR Certification for Release	Within 30 days of receipt	C.04.1.4
2	Certification for Authorized Release	Within 30 days of receipt	C.04.2.4
3	Certification for Disposal	Within 30 days of receipt from disposal contractor	C.04.4.4
4	Waste Treatment or Release Notification	Within 10 days prior to treatment or release.	C.04.1.6, C.04.2.6, C.04.4.8
5	Waste Treatment Progress Report	Monthly	C.04.4.7
6	Waste Acceptance Criteria & Updates	Within 30 days of awards; updates within 30 days of update	C.04.5.3
7	Review of Waste Generator Sampling and Analysis Plans	Within 30 days of DOE request	C.04.5.4
8	Notification of changes to licenses and permits	Within 10 days of approved change	C.04.5.6, C.04.13.1
9	Notification of Notice of Violation	Within 24 hours of receipt	C.04.5.7
10	Approved Waste Profile Record	Within 5 days after approval	C.04.6.1
11	Notification of transportation, Official Notice to Transport	Within 5 days of approval, and 5 days after approval	C.04.6.3
12	Shipping Schedule	Annual or as directed by CO	C.04.8.3
13	Notification of event impacting schedule	Within 24 hours of discovery	C.04.8.4
14	Completion of Release Certificate	Within 5 days of approval	C.04.8.6
15	Notification of Transportation Infraction	Immediately by telephone, and written notification within 48 hours of discovery	C.04.9.2, C.04.14.b
16	Record of Transportation Survey	Within 5 days of	C.04.10.1

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For Information Purposes Only – No Proposals Requested at this Time

		approval	
17	Notification of Contamination	Within 24 hours of request	C.04.10.1
18	Completion of Waste Treatment or Release documentation	Within 30 days of completion	C.04.11.3, C.04.13.4
19	Notification of Damage to Conveyances	Within 24 hours of incident	C.04.11.5
20	License/Permits and associated information	Within 10 days of award	C.04.13.1
21	Audit Reports	Upon request	C.04.13.2
22	Laboratory Certifications and associated information	Prior to receiving samples	C.04.13.3
23	Changes to Laboratory Certifications and associated information	Within 10 days of approval	C.04.13.3
24	Summary Report	Annually (from award date)	C.04.13.5
25	Final Records for Contract	Upon completion of contract	C.04.13.5
26	Contract Closeout Plan	30 days after physical completion of contract performance	C.04.13.6
27	Financial Reporting	As specified in each Task Order	G.04
28	Favorable Rate Notification	Within 3 working days of occurrence	H.28

All deliverables are in contractor format unless otherwise specified in the basic contract or Task Order.

**Addressees for Distribution**

Addressees 2 through 4 are located at the address below:

U. S. Department of Energy

ATTN:

EM Consolidated Business Center

250 East Fifth Street, Suite 500

Cincinnati, OH 45202

1. TBD, EM-12 Office of Waste Disposition
2. Noelle Mills, Contracting Officer, Office of Contracting
3. TBD, Director, Finance Division
4. Sonya Smith, Office of Contracting
5. Designated Contracting Officer, will be identified in each Task Order
6. Designated Contracting Officer's Representative, will be identified in each Task Order

## PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

### SECTION J

#### ATTACHMENT B – PRICE LIST

##### CLIN 0001-BSFR

Bulk Survey For Release Prices per Cubic Yard (per Task Order)

Tier 1						
Min 1 cy - Max 99 cy	SOIL			DEBRIS		
	Container	Truck	Rail	Container	Truck	Rail
Base Year	\$0	\$0	\$0	\$0	\$0	\$0
Year 2	\$0	\$0	\$0	\$0	\$0	\$0
Year 3	\$0	\$0	\$0	\$0	\$0	\$0
Year 4	\$0	\$0	\$0	\$0	\$0	\$0
Year 5	\$0	\$0	\$0	\$0	\$0	\$0
Tier 2						
Min 100 cy - Max 499 cy	SOIL			DEBRIS		
	Container	Truck	Rail	Container	Truck	Rail
Base Year	\$0	\$0	\$0	\$0	\$0	\$0
Year 2	\$0	\$0	\$0	\$0	\$0	\$0
Year 3	\$0	\$0	\$0	\$0	\$0	\$0
Year 4	\$0	\$0	\$0	\$0	\$0	\$0
Year 5	\$0	\$0	\$0	\$0	\$0	\$0
Tier 3						
Min 500 cy - Max 999 cy	SOIL			DEBRIS		
	Container	Truck	Rail	Container	Truck	Rail
Base Year	\$0	\$0	\$0	\$0	\$0	\$0
Year 2	\$0	\$0	\$0	\$0	\$0	\$0
Year 3	\$0	\$0	\$0	\$0	\$0	\$0
Year 4	\$0	\$0	\$0	\$0	\$0	\$0
Year 5	\$0	\$0	\$0	\$0	\$0	\$0
Tier 4						
Min 1000 cy	SOIL			DEBRIS		
	Container	Truck	Rail	Container	Truck	Rail
Base Year	\$0	\$0	\$0	\$0	\$0	\$0
Year 2	\$0	\$0	\$0	\$0	\$0	\$0
Year 3	\$0	\$0	\$0	\$0	\$0	\$0
Year 4	\$0	\$0	\$0	\$0	\$0	\$0
Year 5	\$0	\$0	\$0	\$0	\$0	\$0

**CLIN 0002-DOE Authorized Release**

Authorized Release Prices per Cubic Yard (per Task Order)

Tier 1						
Min 1 cy - Max 99 cy	SOIL			DEBRIS		
	Container	Truck	Rail	Container	Truck	Rail
Base Year	\$0	\$0	\$0	\$0	\$0	\$0
Year 2	\$0	\$0	\$0	\$0	\$0	\$0
Year 3	\$0	\$0	\$0	\$0	\$0	\$0
Year 4	\$0	\$0	\$0	\$0	\$0	\$0
Year 5	\$0	\$0	\$0	\$0	\$0	\$0
Tier 2						
Min 100 cy - Max 499 cy	SOIL			DEBRIS		
	Container	Truck	Rail	Container	Truck	Rail
Base Year	\$0	\$0	\$0	\$0	\$0	\$0
Year 2	\$0	\$0	\$0	\$0	\$0	\$0
Year 3	\$0	\$0	\$0	\$0	\$0	\$0
Year 4	\$0	\$0	\$0	\$0	\$0	\$0
Year 5	\$0	\$0	\$0	\$0	\$0	\$0
Tier 3						
Min 500 cy - Max 999 cy	SOIL			DEBRIS		
	Container	Truck	Rail	Container	Truck	Rail
Base Year	\$0	\$0	\$0	\$0	\$0	\$0
Year 2	\$0	\$0	\$0	\$0	\$0	\$0
Year 3	\$0	\$0	\$0	\$0	\$0	\$0
Year 4	\$0	\$0	\$0	\$0	\$0	\$0
Year 5	\$0	\$0	\$0	\$0	\$0	\$0
Tier 4						
Min 1000 cy	SOIL			DEBRIS		
	Container	Truck	Rail	Container	Truck	Rail
Base Year	\$0	\$0	\$0	\$0	\$0	\$0
Year 2	\$0	\$0	\$0	\$0	\$0	\$0
Year 3	\$0	\$0	\$0	\$0	\$0	\$0
Year 4	\$0	\$0	\$0	\$0	\$0	\$0
Year 5	\$0	\$0	\$0	\$0	\$0	\$0

### CLIN 0004-MLLW/LLW Treatment

Radioactive Waste Treatment Prices per ft<sup>3</sup>

	<b>SOIL</b>			<b>SLUDGES</b>			<b>DEBRIS</b>		
<b>Tier 1</b>	<b>Organics</b>	<b>Organics &amp; Metals</b>		<b>Organics</b>	<b>Organics &amp; Metals</b>		<b>Organics</b>	<b>Organics &amp; Metals</b>	
Min 7.5 ft <sup>3</sup> Max 74.9 ft <sup>3</sup>		Hg > 260 ppm	Hg < 260 ppm		Hg > 260 ppm	Hg < 260 ppm		Hg > 260 ppm	Hg < 260 ppm
Base Year	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Year 2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Year 3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Year 4	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Year 5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Tier 2</b>	<b>Organics</b>	<b>Organics &amp; Metals</b>		<b>Organics</b>	<b>Organics &amp; Metals</b>		<b>Organics</b>	<b>Organics &amp; Metals</b>	
Min 75 ft <sup>3</sup> Max 149.9 ft <sup>3</sup>		Hg > 260 ppm	Hg < 260 ppm		Hg > 260 ppm	Hg < 260 ppm		Hg > 260 ppm	Hg < 260 ppm
Base Year	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Year 2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Year 3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Year 4	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Year 5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Tier 3</b>	<b>Organics</b>	<b>Organics &amp; Metals</b>		<b>Organics</b>	<b>Organics &amp; Metals</b>		<b>Organics</b>	<b>Organics &amp; Metals</b>	
Min 150 ft <sup>3</sup> Max 449.9 ft <sup>3</sup>		Hg > 260 ppm	Hg < 260 ppm		Hg > 260 ppm	Hg < 260 ppm		Hg > 260 ppm	Hg < 260 ppm
Base Year	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Year 2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Year 3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Year 4	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Year 5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Tier 4</b>	<b>Organics</b>	<b>Organics &amp; Metals</b>		<b>Organics</b>	<b>Organics &amp; Metals</b>		<b>Organics</b>	<b>Organics &amp; Metals</b>	
Min 450 ft <sup>3</sup>		Hg > 260 ppm	Hg < 260 ppm		Hg > 260 ppm	Hg < 260 ppm		Hg > 260 ppm	Hg < 260 ppm
Base Year	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Year 2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Year 3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Year 4	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Year 5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

### CLIN 0004-MLLW/LLW Treatment

LABPACKS						
- If disposal of Labpacks (solids only) requires processing by means other than combustion, Contractor to pay for those additional costs. - For Labpacks that are determined to be non-conforming per the waste profile, a surcharge of <offeror to propose>% of the original container price will be assessed.						
LABPACKS Base Year						
Container	Normal	Acids	Metals	Debris	Reactives	Oxidizers
5 Gallon	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10 Gallon	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30 Gallon	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
55 Gallon	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LABPACKS Year 2						
Container	Normal	Acids	Metals	Debris	Reactives	Oxidizers
5 Gallon	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10 Gallon	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30 Gallon	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
55 Gallon	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LABPACKS Year 3						
Container	Normal	Acids	Metals	Debris	Reactives	Oxidizers
5 Gallon	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10 Gallon	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30 Gallon	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
55 Gallon	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LABPACKS Year 4						
Container	Normal	Acids	Metals	Debris	Reactives	Oxidizers
5 Gallon	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10 Gallon	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30 Gallon	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
55 Gallon	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LABPACKS Year 5						
Container	Normal	Acids	Metals	Debris	Reactives	Oxidizers
5 Gallon	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10 Gallon	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30 Gallon	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
55 Gallon	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ELEMENTAL HG PROCESSING						
	Base year	2nd year	3rd year	4th year	5th year	
Shipment < 6000 kg	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Shipment > 6000 kg	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
AEROSOL CANS (PER DRUM EQUIVALENT)						
	Base year	2nd year	3rd year	4th year	5th year	
Aerosol Cans - per Drum Equivalent	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	



### CLIN 0004-MLLW/LLW Treatment

Liquids - Base Price per gallon									
Base year	2nd year	3rd year	4th year	5th year	Option year 1	Option year 2	Option year 3	Option year 4	Option year 5
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Spent Acid/Base Liquids									
Caustic Sodium Hydroxide, Sulfuric Acid, Phosphoric Acid, Organic Acid, Hydrochloric Acid, and Acetic Acid D002					Nitric Acid >30%, Hydrofluoric Acid >10%, and Ammonia Hydroxide				
Base Year				\$0	Base Year				\$0
Year 2				\$0	Year 2				\$0
Year 3				\$0	Year 3				\$0
Year 4				\$0	Year 4				\$0
Year 5				\$0	Year 5				\$0
Mixed Acids, Nitric Acid <30%, Hydrofluoric Acid <10%, and Acetic Acid D001, D002					Corrosive Drums containing Sludge or Solids Corrosive Drums containing Metals				
Base Year				\$0	Base Year				\$0
Year 2				\$0	Year 2				\$0
Year 3				\$0	Year 3				\$0
Year 4				\$0	Year 4				\$0
Year 5				\$0	Year 5				\$0
Hazardous Waste Liquids/Sludges which contain Metals D004-D011 Liquids for stabilization					Combustibles and Non-Combustibles Requiring Pre-Treatment				
Base Year				\$0	Base Year				\$0
Year 2				\$0	Year 2				\$0
Year 3				\$0	Year 3				\$0
Year 4				\$0	Year 4				\$0
Year 5				\$0	Year 5				\$0
Oxidizers Liquids									
Base Year				\$0					
Year 2				\$0					
Year 3				\$0					
Year 4				\$0					
Year 5				\$0					

## CLIN 0004-MLLW/LLW Treatment

### Surcharges

Container Handling Prices						
Container Size		Base year	2nd year	3rd year	4th year	5th year
< = 55 Gallon Drum		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
85 Gallon Drum		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
110 Gallon Drum		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B-25 Box		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

For purposes of determining contract costs, drum equivalents have been assigned to the following list of containers:	
5-gallon container	= .55 drum equivalent
10-gallon container	= .55 drum equivalent
30-gallon container	= .55 drum equivalent
55-gallon container	= 1.0 drum equivalent
85 gallon container	= 1.55 drum equivalent
110-gallon container	= 2.00 drum equivalent
150-gallon container	= 2.73 drum equivalent
350-gallon 21st Century container	= 6.36 drum equivalent
B-12 Box (48 cu.ft.)	= 6.4 drum equivalent
B-25 Box (96 cu.ft.)	= 12.8 drum equivalent

Container sizes other than those above that are larger than 30 gallons will be converted to a drum equivalent basis by dividing the gallon capacity of the container by 55. If the gallon capacity is not available, the drum equivalent will be determined by dividing the external volume of the container by (measured in cubic feet) by the industry standard of 7.5 cubic feet per 55-gallon container. Container handling cost will only be applied to external containers.

For large volume containers, such as sealand and intermodals, the drum equivalent will be determined by dividing the actual waste volume by 7.5. The actual waste volume will be determined by the seller, taking into consideration the Company or Contractor's reported actual volume.

High Mercury Surcharge Table						
These surcharges apply to waste matrices containing total mercury concentrations over 259 mg/kg. This table does not apply to elemental mercury.						
Total Hg Level (mg/kg)		Base year	2nd year	3rd year	4th year	5th year
From	To	\$ per ft <sup>3</sup>	\$ per ft <sup>3</sup>	\$ per ft <sup>3</sup>	\$ per ft <sup>3</sup>	\$ per ft <sup>3</sup>
0	259	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
260	2,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2,001	4,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4,001	6,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6,001	8,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8,001	10,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10,001	15,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15,001	20,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20,001	25,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25,001	35,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
35,001	50,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
50,001	65,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
65,001	80,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
80,001	100,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100,001	150,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
150,001	200,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

### CLIN 0004-MLLW/LLW Treatment

#### Surcharges (continued)

High TOC Surcharge Table						
These surcharges apply to material having Total Organic Carbon Content (TOC) greater than 10,000 ppm						
TOC Level (PPM)		Base year	2nd year	3rd year	4th year	5th year
From	To	\$ per ft <sup>3</sup>	\$ per ft <sup>3</sup>	\$ per ft <sup>3</sup>	\$ per ft <sup>3</sup>	\$ per ft <sup>3</sup>
0	10,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10,001	25,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25,001	50,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
50,001	75,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
75,001	100,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100,001	125,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
125,001	150,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
150,001	175,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
175,001	200,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
200,001	225,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
225,001	250,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
250,001	275,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
275,001	300,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
300,001	325,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
325,001	350,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
350,001	375,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
375,001	400,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
400,001	425,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
425,001	450,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
450,001	475,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
475,001	500,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Above 500,000 PPM add \$2.35 (Base Year) per Kg for each 25,000 PPM increment. 2nd year add \$0.00, 3rd year add \$0.00, 4th year add \$0.00, 5th year add \$0.00. Option year 1 add \$0.00. Option year 2 add \$0.00. Option year 3 add \$0.00. Option year 4 add \$0						

Higher Radioactivity Surcharge per ft <sup>3</sup>					
Level	Base year	2nd year	3rd year	4th year	5th year
Remote Handled	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Higher Radioactivity Surcharge per gallon					
Level	Base year	2nd year	3rd year	4th year	5th year
Remote Handled	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Special Nuclear Material (SNM) per kg					
Level	Base year	2nd year	3rd year	4th year	5th year
SNM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Survey, Sort, Size, and Segregate Waste per ft <sup>3</sup> (above and beyond)					
	Base year	2nd year	3rd year	4th year	5th year
Soil	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debris	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

### PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

#### SECTION J

#### ATTACHMENT C – LIST OF APPLICABLE LAWS, REGULATIONS, AND DOE DIRECTIVES

The Federal Laws and Regulations listed in the table below contain requirements normally relevant to the task orders issued off this basic contract. These laws and regulations typically apply to all persons or organizations such as subcontractors, suppliers, and federal employees. This list will be provided as an attachment in each Task Order issued off the basic contract. Any additional laws, regulations, and DOE Directives applicable to work under a specific Task Order will be included in the attachment at the Task Order level. Omission of any applicable law or regulation from this list does not affect the obligation of the task order contractor to comply with such law or regulation pursuant to DEAR clause 970.0470. The contractor must be aware of changes in the Code of Federal Regulations (CFR), Federal Acquisition Regulations (FAR), the United States Codes (USC), Public Laws (PL) or other regulatory entities that have applicability to the Department of Energy and that impact the work scope. The contractor will notify DOE and a determination will be made regarding modification to the contract. The following table does not contain any specific state laws, regulations, permits, and licenses, etc.

Regulation and Number	Regulation Title
10 CFR 61	Licensing Requirements for Land Disposal of Radioactive Waste
10 CFR 820	Procedural Rules for DOE Nuclear Facilities
10 CFR 824	Procedural Rules for the Assessment of Civil Penalties for Classified Information Security Violations
10 CFR 830, Subpart A	Nuclear Safety Management
10 CFR 835 or 10 CFR 20 <sup>2</sup>	Occupational Radiation Protection
10 CFR 850	Chronic Beryllium Disease Prevention Program
10 CFR 851 or 29 CFR 1910 <sup>3</sup>	Worker Safety and Health Program

<sup>2</sup> 10 CFR 835 establish radiation protection standards, limits, and program requirements for protecting individuals from ionizing radiation resulting from the conduct of DOE activities. (b) *Exclusion.* Except as provided in paragraph (c) of this section, the requirements in this part do not apply to: (1) Activities that are regulated through a license by the Nuclear Regulatory Commission or a State under an Agreement with the Nuclear Regulatory commission, including activities certified by the Nuclear Regulatory Commission under section 1701 of the Atomic Energy Act. 10 CFR 20 apply to persons licensed by the Commission to receive, possess, use, transfer, or dispose of byproduct, source, or special nuclear material or to operate a production or utilization facility under parts 30 through 36, 39, 40, 50, 52, 60, 61, 63, 70, or 72 of this chapter, and in accordance with 10 CFR 76.60 to persons required to obtain a certificate of compliance or an approved compliance plan under part 76 of this chapter.

<sup>3</sup> 10 CFR 851 govern the conduct of contractor activities at DOE sites. (b) This part establishes the: (1) Requirements for a worker safety and health program that reduces or prevents occupational injuries, illnesses, and accidental losses by providing DOE contractors and their workers with safe and healthful workplaces at DOE sites; and (2) Procedures for investigating whether a violation of a requirement of this part has occurred, for determining the nature and extent of any such violation, and for imposing an appropriate remedy. **Exclusions;** (a) This part does not apply to work at a DOE site: (1) Regulated by the Occupational Safety and Health Administration; or (2) Operated under the authority of the Director, Naval Nuclear Propulsion, pursuant to Executive Order 12344, as set forth in Public Law 98–525, 42 U.S.C. 7158 note. (b) This part does not apply to radiological hazards or nuclear explosives operations to the extent regulated by 10 CFR Parts 20, 820, 830, or 835. (c) This part does not apply to transportation to or from a DOE site. 29 CFR 1910 carries out the directive to the Secretary

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<b>Regulation and Number</b>	<b>Regulation Title</b>
40 CFR 311	Worker Protection
DOE O 221.1A	Reporting Fraud, Waste, and Abuse to the Office of the Inspector General
49 CFR	Transportation
DOE O 221.2A	Cooperation with the Office of Inspector General
DOE O 226.1A	Implementation of DOE Oversight Policy
DOE O 243.1	Records Management Program
DOE O 243.2	Vital Records
DOE O 414.1C	Quality Assurance
DOE O 435.1	Radioactive Waste Management
DOE O 450.1A	Environmental Protection Program
DOE P 450.4	Safety Management System Policy
DOE P 450.7	Environmental, Safety, and Health (ESH) Goals
DOE O 460.2A	Departmental Materials Transportation and Packaging Management
DOE O 471.3	Identifying and Protecting Official Use Only Information
DOE M 471.3-1	Manual for Identifying and Protecting Official Use Only Information
DOE O 475.2	Identifying Classified Information
DOE M 475.1-1B	Manual for Identifying Classified Information
DOE 5400.5	Radiation Protection of the Public and the Environment

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of Labor under section 6(a) of the Act. It contains occupational safety and health standards, which have been found to be national consensus standards or established Federal standards.

**PART IV**

**SECTION K**

**U.S. DEPARTMENT OF ENERGY**

**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS  
OF BIDDERS/OFFERORS**

**SOLICITATION NO. DE-RP30-09CC00046**

Various statutes and regulations require Federal agencies to obtain certain representations, certifications, and other statements from Bidders/Offerors in connection with the award of contracts. To this end, all Offerors submitting a proposal in response to this solicitation shall complete the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. In addition, all offerors must complete the representations, certifications, and other statements requested below.

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- K.1 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997) (DEAR 952.209-72)
- K.2 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)  
(FAR 52.204-8)
- K.3 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN  
2000) (FAR 52.230-1)
- K.4 AGREEMENT TO USE NON-FEDERAL EVALUATORS
- K.5 FACILITY CLEARANCE (MAY 2002) (DEAR 952.204-73)
- K.6 SIGNATURE/CERTIFICATION

## **SECTION K**

### **U.S. DEPARTMENT OF ENERGY**

#### **REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS/OFFERORS**

##### **SOLICITATION NO. DE-RP30-09CC00046**

#### **K.1 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997)(DEAR 952-209-72)**

(a) *Purpose.* The purpose of this clause is to ensure that the Contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) *Scope.* The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as “Contractor”) in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Contractor’s Work Product.

(i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor’s performance of work under this contract for a period of three years after the completion of this contract. Furthermore, unless so directed in writing by the contracting officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts for advisory and assistance services.

(ii) If, under this contract, the Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the contracting officer, in which case the restriction in this subparagraph shall not apply.

- (iii) Nothing in this paragraph shall preclude the Contractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information.

- (i) If the Contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the contracting officer it shall not:
  - (A) use such information for any private purpose unless the information has been released or otherwise made available to the public;
  - (B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;
  - (C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and
  - (D) release such information unless such information has previously been released or otherwise made available to the public by the Department.
- (ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.
- (iii) The Contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.

(c) *Disclosure after award.*

- (1) The Contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the contracting officer. Such disclosure may include a description of any action which the Contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the



contract for convenience if it deems such termination to be in the best interest of the Government.

- (2) In the event that the Contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the contracting officer, DOE may terminate this contract for default.
- (d) *Remedies.* For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.
- (e) *Waiver.* Requests for waiver under this clause shall be directed in writing to the contracting officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the contracting officer may grant such a waiver in writing.

**K.2 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)**  
**(FAR 52.204-8)**

- (a)
- (1) The North American Industry classification System (NAICS) code for this acquisition is 562910 Environmental Remediation Services,
  - (2) The small business size standard is 500 Employees.
  - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)
- (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
  - (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- ☐ (i) Paragraph (c) applies.
- ☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

**K.3 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000) (FAR 52.230-1)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. Disclosure Statement -- Cost Accounting Practices and Certification**

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted

a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror

further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

### III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no

#### **K.4 AGREEMENT TO USE NON-FEDERAL EVALUATORS**

DOE may employ non-Federal evaluators (including employees of DOE contractors) to assist in evaluating proposals submitted in response to Solicitation No. DE-RP30-09CC00046. All such non-Federal evaluators are required to sign appropriate non-disclosure and conflict of interest statements prior to any such engagement. By submission of signed Offer under this solicitation, the Offeror consents to such review by non-Federal evaluators.

#### **K.5 FACILITY CLEARANCE (MAY 2002) (DEAR 952.204-73)**

##### Notices

Section 2536 of Title 10, United States Code, prohibits the award of a contract under a national security program to an entity controlled by a foreign government if it is necessary for that entity to be given access to information in a prescribed category of information in order to perform the contract unless a waiver is granted by the Secretary of Energy. In addition, a facility clearance and foreign ownership, control and influence (FOCI) information are required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

Offerors who have either a Department of Defense or a Department of Energy facility clearance generally need not resubmit the following foreign ownership information unless specifically requested to do so. Instead, provide your DOE facility clearance code or your DOD assigned commercial and government entity (CAGE) code. If uncertain, consult the office which issued this solicitation.

(a) Use of certificate pertaining to foreign interests, Standard Form 328

- (1) The contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a facility clearance for the contractor organization and access authorizations (security clearances) for contractor personnel working with the classified information or special nuclear material. To obtain a facility clearance the offeror must submit a certificate pertaining to foreign interests, Standard Form 328, and all required supporting documents to form a complete foreign ownership, control or influence (FOCI) package.
- (2) Information submitted by the offeror in response to the Standard Form 328 will be used solely for the purposes of evaluating foreign ownership, control or influence and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.
- (3) Following submission of a Standard Form 328 and prior to contract award, the contractor shall immediately submit to the contracting officer written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Following award of a contract, the contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the federal trade commission, or the department of justice must also be furnished concurrently to the cognizant security office.

(b) Definitions

- (1) Foreign interest means any of the following:

- (i) a foreign government, foreign government agency, or representative of a foreign government;
- (ii) any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and
- (iii) any person who is not a citizen or national of the United States.

- (2) Foreign Ownership, Control, or Influence means the situation where the degree of ownership, control, or influence over a contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.

- (c) Facility clearance means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A facility clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is

DOE policy that all contractors or subcontractors requiring access authorizations be processed for a facility clearance at the level appropriate to the activities being performed under the contract. Approval for a facility clearance shall be based upon:

- (1) a favorable Foreign Ownership, Control, or Influence (FOCI) determination based upon the contractor's response to the ten questions in Standard Form 328 and any required, supporting data provided by the contractor;
  - (2) a contract or proposed contract containing the appropriate security clauses;
  - (3) approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;
  - (4) an established reporting identification symbol code for the nuclear materials management and safeguards reporting system if access to nuclear materials is involved;
  - (5) a survey conducted no more than 6 months before the facility clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;
  - (6) appointment of a facility security officer, who must possess or be in the process of obtaining an access authorization equivalent to the facility clearance; and, if applicable, appointment of a materials control and accountability representative; and
  - (7) access authorizations for key management personnel who will be determined on a case-by-case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the facility clearance.
- (d) A facility clearance is required prior to the award of a contract requiring access to classified information and the granting of any access authorizations under a contract. Prior to award of a contract, the DOE must determine that award of the contract to the offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The contracting officer may require the offeror to submit such additional information as deemed pertinent to this determination.
- (e) A facility clearance is required even for contracts that do not require the contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.
- (f) Except as otherwise authorized in writing by the contracting officer, the provisions of any resulting contract must require that the contractor insert provisions similar to the

foregoing in all subcontracts and purchase orders. Any subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in Standard Form 328, certificate pertaining to foreign interests, directly to the prime contractor or the contracting officer for the prime contract.

Notice to offerors - contents review  
(please review before submitting)

Prior to submitting the Standard Form 328, required by paragraph (a)(1) of this clause, the offeror should review the FOCI submission to ensure that:

- (1) the Standard Form 328 has been signed and dated by an authorized official of the company;
- (2) if publicly owned, the contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;
- (3) a copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents;
- (4) a list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances; and
- (5) a summary FOCI data sheet.

Note: A FOCI submission must be attached for each tier parent organization (i.e. ultimate parent and any intervening levels of ownership). If any of these documents are missing, award of the contract cannot be completed.

## **K.6 SIGNATURE/CERTIFICATION**

By signing below, the Bidder/Offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The Bidder/Offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certification made by the Bidder/Offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.



DRAFT SOLICITATION No. DE-RP30-09CC00046  
For Information Purposes Only – No Proposals Requested at this Time

---

Signature of the Officer or Employee

---

Date of Execution

---

Responsible for the Bid/Offer

---

Typed Name and Title of the Officer or Employee

---

Responsible for the Bid/Offer

---

Name of Organization

---

Street

---

City, State

---

SOLICITATION NUMBER

## PART IV

### REPRESENTATIONS AND INSTRUCTIONS

#### SECTION L

##### INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

###### **L.01 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This Solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>  
<http://professionals.pr.doe.gov/>

The following solicitation provisions are incorporated by reference:

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
FAR 52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS-- COMPETITIVE ACQUISITION
FAR 52.215-16	JUN 2003	FACILITIES CAPITAL COST OF MONEY
FAR 52.222-24	FEB 1999	PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
DEAR 952.233-4	SEP 1996	NOTICE OF PROTEST FILE AVAILABILITY
DEAR 952.233-5	SEP 1996	AGENCY PROTEST REVIEW

###### **L.02 PROPOSAL PREPARATION INSTRUCTIONS--GENERAL**

- (a) The term “Offeror” as used in this Section L refers to the single legal entity submitting the offer which may be a “contractor team arrangement” as that term is defined in FAR 9.601. The Offeror may be preexisting or newly formed for the purposes of competing for this Contract.
- (b) Intention to Propose Notification. To enable DOE to anticipate the number of submissions to be evaluated, please complete the “Intention to Propose Notification” form (Attachment L-1) provided in this section, and fax the completed form to the addressee shown therein, not later than five (5) calendar days prior to proposal due date.

- (c) Proposal Due Date. Proposals must be received in accordance with L.10. See FAR 52.215-1, which describes the treatment of late submission, modification, revision, and withdrawal of proposals.
- (d) Overall Arrangement of Proposal. This Solicitation requires Offerors to submit three separate volumes of written proposal information. Numbers of copies are shown below:
- | <u>Proposal Volume Title</u>         | <u>Copies Required</u>            |
|--------------------------------------|-----------------------------------|
| Volume I - Offer and Other Documents | 1 original and 5 copies, 1 CD-ROM |
| Volume II - Technical Proposal       | 1 original and 5 copies, 1 CD-ROM |
| Volume III - Price/Cost Proposal     | 1 original and 5 copies, 1 CD-ROM |
- CD-ROMs shall be clearly labeled and contain files that can be read using Microsoft Office 2000. The CD-ROMs are provided for the convenience of the DOE. The written material constitutes the official Offer and proposal. In the event of a conflict, the written material takes precedence over the CD-ROM text.
- (e) Page Limitation. A page limitation of **10** pages per CLIN proposed upon for Understanding of Technical Requirements, **6** pages total for Technical Approach to ES&H/QA, and **6** pages total for Experience is established for Volume II of the Proposal. Past Performance information is not included in the page limitation, and is to be provided on Attachments L-3 & L-4.
- (f) Page Count Exceptions. Volumes I and III have no page limitations. Every page of Volume II shall be counted towards the page limitation of the proposal, including attachments, appendices and annexes except for the Table of Contents, Title Pages, Glossary, and Dividers/Tabs. Copies of licenses, permits, and Waste Acceptance Criteria shall be included as attachments to Volume II and will not be counted towards the page count limitation.
- (g) Glossaries. Each volume shall contain a glossary of all abbreviations and acronyms used, including a definition for each.
- (h) Binding and Labeling. Each volume shall be separately bound in three-holed loose-leaf binders. Staples shall not be used. The outside front cover of each binder shall indicate the Offeror 's name, the solicitation number, the title of the solicitation, the copy number (i.e., sequentially number the required copies with the original being No. 1). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position. Pages shall be numbered sequentially by volume and by individual sections within each volume.
- (i) Page Description.

1. Page size shall be 8.5 x 11 inches, not including foldouts. Page margins shall be a minimum of one inch at the top, bottom and each side. Pages shall be numbered sequentially by volume and by section within the volumes. The solicitation number, page number and the legend at FAR 52.215-1(e), “Restriction on Disclosure and Use of Data,” as appropriate, shall be provided on each page and is the only information that can be displayed within the one inch top, bottom, and side margins. A font size smaller than that, which is described in the text below, can be used for this information, however, other text reductions are unacceptable.
  2. Graphs, tables and spreadsheets where necessary must be 10 point or larger Times New Roman font type. All other text must be typed using 12 point (or larger), single - spaced, and using Times New Roman font type.
  3. Foldouts of charts, tables, diagrams or design drawings shall not exceed 11 x 17 inches. Foldout pages shall fold entirely within the volume and each side (front or back). Page margins for the foldouts shall be a minimum of one inch at the top, bottom and each side. Foldouts may only be used for large tables, charts, graphs, diagrams and other schematics, and not for pages of text.
  4. Proposals will only be read and evaluated up to the page limitations. Page counting will begin with the first page of each item subject to a page limitation. Pages exceeding the page count will not be read or evaluated. No material may be incorporated by reference as a means to circumvent the page limitations.
- (j) Table of Contents. The Offeror shall incorporate a table of contents into each proposal volume, which identifies the section, sub-section, paragraph titles, and page numbers. Also include a list of all tables and figures.
- (k) Classified Information. The Offeror shall not provide classified information in response to this solicitation.
- (l) Point of Contact. The Contracting Officer (CO) is the sole point of contact during the conduct of this procurement.
- (m) Errors or Omissions. The solicitation is considered complete and accurate in every detail and adequately describes the government’s requirements. If you feel any part of the solicitation contains an error or omission, contact the CO to obtain clarification. To preclude unnecessary work and to assure yourself of submitting a complete proposal, you are cautioned to resolve all questionable areas with the CO.
- (n) Changes to the Solicitation. No changes to this solicitation will be effective unless they are incorporated into the solicitation by amendment.
- (o) Information Provided. The Government will evaluate on the basis of information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless such a capability is established in the proposal.

- (p) Alternate Proposals. Alternate proposals are not solicited or desired, and will not be evaluated or accepted.
- (q) Joint Ventures and Teaming Arrangements. Offerors who submit a proposal as a joint venture shall provide full and complete information on each of the participating firms, as well as the proposed joint venture organization itself, with particular emphasis placed on the ability of the joint venture to satisfy the evaluation criteria. In addition, full and complete information must be provided on the management of any teaming arrangements that may be involved in the performance of work. Discuss each joint venture or team member's roles and responsibilities in this effort.
- (r) Reading Room(s). A reading room(s) containing documents applicable to this solicitation is not available.
- (s) Internet Sites. The Internet sites referenced throughout the solicitation can be found at the locations listed below:
  - 1. EMCBC Radioactive Waste Treatment and Bulk Survey for Release: [http://www.emcbc.doe.gov/mlw\\_treatment/](http://www.emcbc.doe.gov/mlw_treatment/)
  - 2. Federal Business Opportunities (FedBizOpps): <https://www.fbo.gov/>
  - 3. DOE Center--Doing Business with DOE: <http://e-center.doe.gov>
  - 4. Federal Acquisition Regulation (FAR) clauses and provisions and Federal Acquisition Circulars (FACs) which contain the most recent changes to the FAR: <http://www.arnet.gov/far/>
  - 5. Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions: <http://professionals.pr.doe.gov>

### **L.03 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME I: OFFER AND OTHER DOCUMENTS**

- (a) Cover Letter. The cover letter shall include but not be limited to the following:
  - (1) The solicitation number;
  - (2) The name, address, telephone numbers, facsimile numbers, and electronic addresses of the Offeror;
  - (3) Names, titles, telephone numbers, facsimile numbers, and electronic addresses of persons authorized to negotiate with the Government on the Offeror's behalf in connection with this Solicitation;

- (4) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority;
- (5) The name, address, telephone number, facsimile number, and electronic address of the individual in the Offeror's organization to be contacted, if necessary, during evaluation of the proposal;
- (6) The complete formal name and address of the Offeror's organization and/or other participants to be used in any resulting contract. Provide Dun and Bradstreet LTD DUNS number for each organization and new entity if one is being created;
- (7) The name, address, telephone numbers, facsimile numbers, and electronic addresses of representatives of the Government agency having administrative cognizance over the Offeror, contractor team arrangement (as defined at FAR 9.601), or parent company, as applicable (such as contract administration within the meaning of FAR 42.3, Audit, and Equal Employment Opportunity); and
- (8) A statement that the Offeror grants to the Department of Energy or its authorized representatives, the right to examine, for purposes of verifying the information submitted, those books, records, documents, and other supporting data that will permit adequate evaluation; and this right may be exercised in connection with any such reviews deemed necessary by the Government.

(b) General Volume I, Offer and Other Documents, consists of the following documentation.

- (1) Standard Form (SF) 33, Solicitation, Offer, and Award
- (2) Representations and Certifications
- (3) Exceptions and Deviations Taken in Other Volumes
- (4) Size Status
- (5) Additional Information
- (6) Subcontracting Plan
- (7) Shipment Delivery Scheduler
- (8) Authorization to Release Form
- (9) Offeror's Waste Acceptance Criteria

The signed original of all documents requiring signature by the Offerors shall be contained in the original volume.

(c) Content.

- (1) Standard Form (SF) 33, Solicitation Offer and Award. The Standard Form 33 shall be fully executed by an authorized representative of the Offeror. This form shall be used as the cover sheet of each copy of Volume I, Offer and Other Documents. The acceptance period entered on this form by the Offeror shall not be less than that prescribed in block 12 of the SF33, which shall apply if no greater period is offered.
- (2) Representations and Certifications. Representations, Certifications and Other Statements of the Offeror (Part IV-Section K of the solicitation), shall be fully executed by an authorized representative of the Offeror.
- (4) Size Status. Offerors shall identify their company as one or more of the following:  
1.) small business; 2.) 8(a) business; 3.) HUBZone small business; 4.) small disadvantaged business; 5.) woman-owned small business; 6.) veteran-owned small business; 7.) service-disabled, veteran-owned small business; or 8.) large business.
- (5) Additional Information. If the address shown on the SF 33 is different from the remittance address, it shall be provided along with any other information the Offeror needs to bring to the attention of the government.
- (6) Subcontracting Plan. All large businesses shall provide a Small Business Subcontracting Plan in accordance with FAR 19.7.
- (7) Shipment Delivery Scheduler. Offerors shall provide the fill-in information for Clause G.05 Shipment Delivery Scheduler. This information will be included in any resulting contract at the time of award.
- (8) Authorization to Release Information Form. Offerors shall complete and return Attachment L-2 Authorization to Release Information Form with their proposal.

#### **L.04 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME II: TECHNICAL PROPOSAL**

The Offeror shall clearly identify which CLINs it is proposing on. Offerors may propose on a single CLIN, a combination of CLINs, or all CLINs. All material applying to each CLIN shall be submitted under a separate tabbed section of the proposal. Offerors shall not cross-reference to other areas of the proposal and shall provide complete information under the appropriate tabbed section.

##### **(a) Understanding of Technical Requirements (limit 10 pages per CLIN proposed)**

In its proposal, the offeror shall demonstrate a thorough understanding of the requirements, as well as demonstrate its capabilities to perform these requirements, for the CLIN(s) that it is proposing on as described in Section C. The proposal shall separately describe the offeror's business and technical approach. The offeror shall

describe how it will accomplish the scope(s) in a timely, comprehensive, safe and legal manner. At a minimum, the offeror shall discuss the following:

1. Describe approach to meeting applicable laws, regulations and statutes, and the status of associated licenses and permits for possession and treatment of waste type. Identify all National Environmental Policy Act (NEPA) and regulatory issues to be addressed relative to approach;
2. Approach for acceptance, storage, treatment, repackaging and management of wastes, including: characterization, handling, equipment, facilities and process(es) for treatment and/or release, and waste minimization and pollution prevention;
3. Process for certification of waste in accordance with disposal or release sites' waste acceptance criteria, including approach to resolving non-conforming waste (e.g, contamination of packages after loading for transportation, or after transportation to receiver site);
4. Describe all residual, byproduct and secondary waste, and the approach to treat and dispose of such waste;
5. Execution and work scheduling, including capacity/throughput of the technical approach;

*Instructions for the Sample Task for CLIN 0003 Ancillary Services will be included in this Section of the Final RFP.*

**(b) Technical Approach to Environment, Safety and Health/Quality Assurance–ES&H/QA (limit 6 pages total)**

The offeror shall describe its approach to incorporating integrated safety management principles and environmental management system provisions of DOE Order 450.1 *Environmental Protection Program*, as contemplated in the Contract Clauses in Section I entitled, DEAR 952.223-71 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION, and DEAR 970.5204-2 LAWS, REGULATIONS AND DOE DIRECTIVES. The offeror shall describe how it will accomplish the work safely, including, but not limited to, considerations such as Radiation Protection, Environmental Compliance, Quality Assurance, Industrial Safety, Transportation Safety, Pollution Prevention, Fire Protection and Criticality.

**(c) Experience (limit 6 pages total)**

The Government will evaluate the experience of an offeror (or in the case of a Contractor teaming arrangement, as defined in FAR 9.601, the members of the offeror's team). The offeror shall furnish a summary of relevant and recent (three examples, not more than five years old) experience in all work areas demonstrating experience and capabilities in



performing the scope of work. In the case of a newly formed joint venture, limited liability partnership, or other entity formed for the purpose of competing for this contract, the offeror shall submit information, and DOE will evaluate, the experience of the entities that comprise the newly formed entity.

The offeror shall describe its experience in accomplishing efforts relevant to those described in the Statement of Work, including technical performance, effectively working with regulatory agencies and interest groups, quality assurance, managing complex activities with emphasis on the integration of safety into operations, and business management. The description should relate to experience in the execution of operations relevant to the Statement of Work in size, scope, and complexity. Size is defined as dollar value and duration. Scope is defined as the type of work (e.g., MLLW/LLW treatment). Complexity is defined as challenges to successful contract performance (e.g., noteworthy management initiatives leading toward operational excellence, especially related to environment, safety and health matters; nonconformances (e.g., unexpected contamination incidents), managing regulatory compliance programs, and regulatory interfaces; experience in dealing with unique technical challenges and technology issues; managing of complex projects, status tracking and reporting, and recognized accomplishments, awards, professional licenses, and certifications.)

To the extent that the experience relates to a parent organization or a “team member,” the offeror shall address that entity’s role in performing.

**(d) Past Performance**

The Offeror shall describe the past performance of the Offeror and its proposed subcontractors, if any. The Offeror should include relevant past performance information for the three contracts/task orders/projects listed in paragraph (c) above. The Offeror should also include relevant past performance for one contract/task order/project currently being performed or completed within the past five years by each subcontractor, if any. If the offeror is a newly formed LLC, formed for purposes of proposing on this solicitation/providing the services and such LLC is comprised of two or more companies, the offeror should provide relevant past performance for three contracts/task orders/projects currently being performed or completed within the past five years for each member of the newly formed LLC. These contracts/task orders/projects should be similar in size, scope and complexity to the effort described in the solicitation. Size is defined as dollar value and duration. Scope is defined as the type of work (e.g., MLLW/LLW treatment). Complexity is defined as challenges to successful contract performance (e.g., noteworthy management initiatives leading toward operational excellence, especially related to environment, safety and health matters; nonconformances (e.g., unexpected contamination incidents), managing regulatory compliance programs, and regulatory interfaces; experience in dealing with unique technical challenges and technology issues; managing of complex projects, status tracking and reporting, and recognized accomplishments, awards, professional licenses, and certifications.)

The offeror shall identify and describe the portion of the work (size, scope, and complexity) performed by the offeror or subcontractor itself on each contract/task order/project.

For the Offeror and each subcontractor or each member of a newly formed LLC, if applicable, the Offeror shall submit the past performance information as shown in Attachment L-3, Environmental, Safety and Health and Quality Assurance *Past Performance Form*.

In addition, each Offeror shall forward Attachment L-4, *Offeror Past Performance Reference Worksheet and Questionnaire*, for each project cited in paragraph (c) above to the appropriate point of contact for that project. The point of contact for each project shall complete and forward the questionnaire to the Contracting Officer identified in Section L.09 prior to the closing date of the RFP. The Offeror is responsible for ensuring that the point of contact to which it has sent the questionnaire returns the questionnaire to the contracting officer. At the contracting officer's discretion, the Government nonetheless may choose to consider questionnaires that arrive subsequent to the closing date of the solicitation, if such consideration does not unduly delay the evaluation.

#### **L.05 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME III: PRICE/COST PROPOSAL**

All price/cost information shall be included in Volume III of the proposal. None of the information contained in Volume III should be included in any other proposal volumes unless specifically requested in the solicitation. All pages in the Volume III Price/Cost Proposal, including forms, tables, and exhibits must be numbered and identified in a volume table of contents. The price/cost proposal shall be sufficiently complete so that cross referencing to other proposal volumes is not necessary. There is no page limitation on the price/cost proposal.

Section J, Attachment B contains spreadsheets for Firm-Fixed-Price unit rates for BSFR, DOE Authorized Release, and Treatment services. The Offeror shall provide a completed Section J, Attachment B with proposed prices to perform the BSFR, Authorized Release and Treatment work as set forth in the Statement of Work for each of the years and CLINs that the offeror would like to be considered for award in Volume III. If an offeror receives an award these spreadsheets will be incorporated into the contract.

The Offeror(s) interested in CLIN 0003 shall provide a firm fixed price for the CLIN 0003 Ancillary Services Sample Task effort described in Attachment L-5, Sample Task. This sample task is representative of the type of services that may be requested under this CLIN. The firm fixed price effort will be used to evaluate CLIN 0003 proposals; the proposed price for the sample task is for evaluation purposes only.  
*A description of the Sample Task for CLIN 0003 Ancillary Services will be included in the Final RFP.*

As the Price/Cost Proposal will be evaluated to determine such matters as the reasonableness and completeness of the Price, it should be accurate, complete, and well documented.

FAR 9.104-1(a), General Standards, requires that a prospective Offeror have adequate financial resources to perform the contract or the ability to obtain them in order to be determined responsible. It is the Offeror's responsibility to demonstrate its financial capability to perform work under the proposed CLINs. Information provided by the Offeror shall include, but not be limited to, the financial statements (audited, if available) and notes to the financial statements for the last three fiscal years. The same information shall be provided for all participants if the Offeror is a joint venture or other teaming arrangement. Using the above information and other information, the Government will make a FAR Part 9 responsibility determination of the prospective awardee.

**L.06 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of multiple award Indefinite Delivery Indefinite Quantity (IDIQ) contracts resulting from this solicitation. CLIN 001, 002 and 004 are Firm Fixed Price. CLIN 003 Task Orders may be awarded as Fixed-Price or Cost Type.

**L.07 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996) (As Modified by DEAR 952.233-2) (MAR 2002)**

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Noelle Mills  
U.S. Department of Energy  
EM Consolidated Business Center  
250 East Fifth Street, Suite 500  
Cincinnati, OH 45202

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause:

U.S. Department of Energy  
Asst. General Counsel for Procurement and Financial Assistance (GC-61)  
1000 Independence Avenue, S.W.  
Washington, DC 20585

Fax: (202) 586-4546

**L.08 CONTENT OF RESULTING CONTRACT**

Any contract awarded as a result of this solicitation will contain Part I - The Schedule; Part II - Contract Clauses; and Part III, Section J - List of Documents, Exhibits and Other Attachments.

**L.09 TIME, DATE, AND PLACE PROPOSALS ARE DUE**

Mailed (U. S. Mail) proposals shall be marked as follows:

FROM:

MAIL TO:

The U.S. Department of Energy (DOE)  
Environmental Management Consolidated Business Center (EMCBC)  
250 E. Fifth Street, Suite 500  
Cincinnati, Ohio 45202

RFP No: **DE-RP30-09CC00046**

Proposal Due Date and Time: **DRAFT SOLICITATION – NO PROPOSALS REQUESTED AT THIS TIME**

Attention: Noelle Mills, Contracting Officer

**NOTICE TO DOE MAIL ROOM: DO NOT OPEN.**

**THIS IS A PROPOSAL UNDER THE ABOVE-IDENTIFIED SOLICITATION**

Next Day Delivery (e.g., U. S. Postal Service Express Mail or commercial couriers) proposals shall be marked as follows:

FROM:

SEND TO:

The U.S. Department of Energy (DOE)  
Environmental Management Consolidated Business Center (EMCBC)  
250 E. Fifth Street, Suite 500  
Cincinnati, Ohio 45202

RFP No: **DE-RP30-09CC00046**

Proposal Due Date and Time: **DRAFT SOLICITATION ONLY – NO PROPOSALS REQUESTED AT THIS TIME**

Attention: Noelle Mills, Contracting Officer

**NOTICE TO DOE MAIL ROOM: DO NOT OPEN.**

**THIS IS A PROPOSAL UNDER THE ABOVE-IDENTIFIED SOLICITATION**

Hand carried proposals shall be marked as follows:

FROM:

HAND CARRY TO:

The U.S. Department of Energy (DOE)  
Environmental Management Consolidated Business Center (EMCBC)  
250 E. Fifth Street, Suite 500  
Cincinnati, Ohio 45202

RFP No: **DE-RP30-09CC00046**

Proposal Due Date and Time: **DRAFT SOLICITATION ONLY – NO  
PROPOSALS REQUESTED AT THIS TIME**

Attention: Noelle Mills, Contracting Officer

**NOTICE TO DOE MAIL ROOM: DO NOT OPEN.**

**THIS IS A PROPOSAL UNDER THE ABOVE-IDENTIFIED  
SOLICITATION**

*Note: Offerors hand carrying proposals to the above address must telephone the  
Contracting Officer one business day in advance to arrange delivery:*

If the Offeror elects to forward the Offer by means other than the U.S. Mail, it assumes the full responsibility of insuring that the Offer is received at the place and by the date and time specified in this solicitation. Facsimile or electronic commerce offers will not be accepted.

Hand carried package(s) may only be delivered during the hours 8:00 a.m. to 4:00 p.m. local time on Federal workdays. Delivery to any other location than that specified herein is unacceptable.

All proposals are due NO LATER THAN Proposal Due Date and Time: **DRAFT  
SOLICITATION ONLY – NO PROPOSALS REQUESTED AT THIS TIME.**

(CAUTION: See the proposal submission instructions, including the provision describing treatment of late submissions, modifications, and withdrawals of proposals.)

**L.10 NUMBER OF AWARDS**

**FAR 52.216-27 Single or Multiple Awards (Oct 1995)**

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

However, the Government reserves the right to make any number of awards, or no award, if it is considered to be in the government's best interest to do so.

**L.11 FALSE STATEMENTS**

Offers must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**L.12 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS**

This solicitation does not commit the government to pay any costs incurred in the submission of any proposal or bid; in making necessary studies or designs for the preparation thereof, or to acquire or contract for any services.

**L.13 RESPONSIBLE PROSPECTIVE CONTRACTORS**

The general and additional minimum standards for responsible prospective contractors set forth at FAR 9.1 apply. The Government may use one or more methods available to determine contractor responsibility.

**L.14 INFORMATION CONCERNING AWARD**

Written notice to unsuccessful Offerors or Bidders and contract award information will be promptly released in accordance with applicable FAR or DEAR parts.

**L.15 TASK ORDERS UNDER MULTIPLE AWARDS**

Offerors should note that if awards under this solicitation are made to more than one contractor, the RFP contains two clauses, one entitled "Ordering Procedures" and one entitled "Administrative Information," which provide the procedures that will be used by the DCO in providing each of the firms receiving an award a "fair opportunity to be considered" in the issuance of tasks.

**L.16 ACCESS TO CLASSIFIED MATERIAL**

Performance under the proposed contract may involve access to classified material. If access to classified material is required, the Offeror shall be required to obtain necessary security clearances for personnel who will have access to classified material at the Task Order Level.

**L.17 DISPOSITION OF PROPOSALS OR BIDS**

Proposals or bids will not be returned and will be appropriately dispositioned.

**L.18 QUESTIONS**

Questions and comments concerning this RFP shall be submitted via e-mail to BOTH noelle.mills@emcbc.doe.gov and sonya.smith@emcbc.doe.gov. All questions must be submitted within 15 calendar days of the release of the RFP. Questions submitted after that date may not allow the Government sufficient time to respond.

**L.19 LIST OF SECTION L ATTACHMENTS**

**Attachment No. Description**

L-1 Intention to Propose Notification

L-2 Authorization to Release Information Form

L-3 ESH&QA Past Performance Form

L-4 Offeror Past Performance Reference Information Worksheet and Questionnaire

L-5 CLIN 0003 (Ancillary Services) Sample Task

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**ATTACHMENT L-1**

**INTENTION TO PROPOSE NOTIFICATION**

To: Noelle Mills  
U.S. Department of Energy  
EM Consolidated Business Center  
250 East Fifth Street, Suite 500  
Cincinnati, OH 45202

Solicitation No.: **DE-RP30-09CC00046**

FROM:

\_\_\_\_\_  
(Firm's Name)

\_\_\_\_\_  
(Authorized Signature and Date)

\_\_\_\_\_  
(Typed/Printed Name and Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, ZIP Code)

\_\_\_\_\_  
(Telephone No.)

Please be advised that \_\_\_\_\_ intends to  
submit a proposal to the U.S. Department of Energy in response to Solicitation No. **DE-RP30-09CC00046**



**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**ATTACHMENT L-2**

**AUTHORIZATION TO RELEASE INFORMATION FORM**

In order for the Government to efficiently conduct the evaluation of proposals under a Government contract competition, it is imperative the Government has the ability to freely communicate all issues regarding a company's proposal, including past performance of a proposed subcontractor, teaming partner or key person, with authorized negotiators of the entity submitting the contract proposal. This authorization form is executed expressly for that purpose. The information that is communicated to the negotiators shall relate specifically to the evaluation and award of a contract under Government solicitation number DE-RP30-09CC00046.

WHEREAS, (insert name of Offeror) has indicated its intent to submit a proposal in response to Government solicitation number DE-RP30-09CC00046; and

WHEREAS, I have authorized the above named company to propose (insert name of company) as a subcontractor or teaming partner in response to the above referenced solicitation, I hereby authorize representatives of the United States Government to release to, and discuss with, authorized negotiators of the above named Offeror any information provided in this proposal or otherwise obtained by the Government's as it may relate to the evaluation and award of a contract resulting from the above referenced solicitation.

\_\_\_\_\_  
(Typed/Printed Name of Individual)

\_\_\_\_\_  
(Typed/Printed Name of Company)

\_\_\_\_\_  
(Signature of Individual)

\_\_\_\_\_  
(Signature of Authorized Representative of Company)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### ATTACHMENT L-3

#### ENVIRONMENTAL, SAFETY, HEALTH, AND QUALITY ASSURANCE PAST PERFORMANCE FORM

*(Minimum information required for each member of Offeror's team, unless not applicable. If not applicable, provide explanation as to why the requested information does not apply. If "zero," enter "0.")*

(1) North American Industry Classification System (NAICS) Code: _____ and/or Standard Industrial Classification (SIC) Code _____			
<b><i>Fiscal Year</i></b>	<b>2006</b>	<b>2007</b>	<b>2008</b>
(2) Number of Workplace Fatalities — <i>all employee workplace fatalities, including subcontractors under your control.</i>			
(3) Lost Workday Case (LWC) Rate — <i>number of lost workday cases per 200,000 hours worked.</i>			
(4) Total Recordable Case (TRC) Rate — <i>number of recordable cases per 200,000 hours worked.</i>			
(5) Experience Modification Rate (EMR) — <i>workers compensation loss experience rate.</i>			
(6) Cited Environmental Violations — <i>number and total dollar amount of environmental violations and penalties cited in enforcement actions.</i>			
(7) Cited Safety and Health Violations— <i>number and total dollar amount of safety and health violations and penalties cited in enforcement actions, e.g., NRC, Price-Anderson, or federal or state OSHA violations.</i>			
(8) Releases to the Environment — <i>number of releases of a hazardous substance or regulated pollutant that exceeds CERCLA reportable quantity per 40 CFR 302 and 40 CFR 355.</i>			
(9) Environmental Permit Exceedances— <i>number of exceedances of air and water permit release levels not reported under (8) above.</i>			
(10) Worker Radiation Dose— <i>average measurable dose per individual, e.g., collective total effective dose equivalent divided by number individuals with measurable dose.</i>			
(11) Provide a brief explanation, as necessary, of any information reported in (2) through (10) above.			
<i>For the past three calendar or fiscal year 2006 through 2008, provide a brief summary of the following:</i>			
(12) Any formal assessments of facility conduct of operations by government or independent safety oversight, regulatory, industry, or corporate bodies for which a written report was made.			
(13) Any other ESH&Q metric, trend, analysis, or performance measurement that would reflect on performance of ESH&Q in operations under the Offeror's management.			
<i>For (1) through (13) above, attach a maximum of one additional sheet.</i>			

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**ATTACHMENT L-4**

**OFFEROR PAST-PERFORMANCE REFERENCE INFORMATION WORKSHEET  
AND QUESTIONNAIRE**

**Reference Information Worksheet**  
(See instructions on the following page)

1. Complete name of Government agency, commercial firm, or other organization	
2. Complete address	
3. Contract number or other reference and type	4. Date of contract
5. Date work commenced	6. Date work was completed
7. Contract Type and Contract Value	8. Final amount invoiced or amount invoiced to date
9a. Technical point of contact (name, title, company/agency, address, telephone number, fax number, and e-mail address)	9b. Contracting point of contact (name, title, company/agency, address, telephone number, fax number, and e-mail address)
10. Consultants and partners/subcontractors used (names, addresses, and phone numbers)	
11. Project/Contract Title	
12. Description of contract work (Describe scope and complexity – see Section L instructions for definition of scope and complexity)	
<i>Attach additional sheet if necessary (one additional sheet maximum)</i>	

**Instructions for Completing the Reference Information Worksheet**

- Item 1. Insert the complete name and address of the customer, including parent organization, if any. Do not use acronyms.
- Item 2. Insert the customer's complete address, including both post office box and street addresses, if applicable.
- Item 3. Insert any contract number or other contract/project reference used by the customer and contract type.
- Item 4. Insert the date on which the contract/project came into existence.
- Item 5. Insert the date on which you started to perform the work.
- Item 6. Insert the date on which the customer agreed that the work was satisfactorily completed (including substantial completion), aside from any pending or on-going administrative actions, claims negotiations, or litigation.
- Item 7. Insert the contract type and contract/project value (separately listing fee if cost-type).
- Item 8. Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.
- Item 9a. Insert the name, title, company/agency, address, telephone number, facsimile number, and e-mail address (if available) of the program or project manager, quality assurance representative, or other customer technical representative who is most familiar with the quality of your work under the contract.
- Item 9b. Insert the name, title, company/agency, address, telephone number, facsimile number, and e-mail address (if available) of the contracting officer, purchasing agent, or other customer contracting or purchasing representative who is most familiar with your work under the contract.
- Item 10. Insert names and phone numbers of consultants and partners/subcontractors used.
- Item 11. Insert the title of the project and/or contract.
- Item 12. Describe the size, scope, and complexity of the work. Describe the relevance of the work to the current acquisition and discuss performance. The objective is to show how the work that you did or are doing is similar in size, scope, and complexity to the work that is to be performed under the contract contemplated by the request for quotes. Size is defined as dollar value and duration. Scope is defined as the type of work (e.g., MLLW/LLW treatment). Complexity is defined as challenges to successful contract performance (e.g., noteworthy management initiatives leading toward operational excellence, especially related to environment, safety and health matters; nonconformances (e.g., unexpected contamination incidents), managing regulatory compliance programs, and regulatory interfaces; experience in dealing with unique technical challenges and technology issues; managing of complex projects, status tracking and reporting, and recognized accomplishments, awards, professional licenses, and certifications.) Describe any unusual circumstances of performance or problems that may be relevant to the work that is to be performed. Tell your side of the story of any conflicts with the customer concerning which they may make adverse remarks about your performance. Describe any actions that you have taken or plan to take to correct any shortcomings in your performance.

**Past Performance Letter**

Date \_\_\_\_\_

Dear \_\_\_\_\_:

We are participating in a Request for Proposal for a Department of Energy (DOE) Contract for Radioactive Waste Treatment and Bulk Survey for Release. We are asking for your assistance in completing the attached questionnaire and forwarding to the DOE to aid in its evaluation of our past performance. Please return the completed questionnaire to the following address within ten calendar days:

United States Department of Energy  
Environmental Management Consolidated Business Center  
Office of Contracting, Attn: Noelle Mills  
250 E 5<sup>th</sup> Street  
Suite 500  
Cincinnati, OH 45202

Please mark the envelope:

“PROCUREMENT SENSITIVE SOURCE SELECTION INFORMATION - SEE FAR 3.104”  
“TO BE OPENED ONLY BY THE CONTRACTING OFFICER”

Please remember to provide your contact information at the end of the questionnaire.

Please use the following definitions to provide your ratings:

- 0 - Unsatisfactory - The contractor failed to meet the minimum contract requirements.
- 1 - Poor - Performance was less than expected. The contractor performed below minimum contract requirements.
- 2 - Satisfactory - Performance met expected levels. The contractor met the minimum contract requirements.
- 3 - Good - Contractor performance exceeded expected levels. The contractor performed above minimum contract requirements and displayed a thorough understanding of contract requirements.
- 4 - Excellent - Contractor performance substantially exceeded expected levels of performance. The contractor consistently performed above contract requirements, displayed an overall superior understanding of contract requirements, and used innovative approaches leading to enhanced performance.
- NA - Not applicable
- DK - Don't know. No knowledge available to rate this question.

***Respondents are strongly encouraged to provide an explanatory narrative under REMARKS.*** If more space is needed, please attach additional pages.



**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**ATTACHMENT L-5**

**CLIN 0003 (ANCILLARY SERVICES) SAMPLE TASK**

*A description of the Sample Task for CLIN 0003 Ancillary Services will be included in the Final RFP.*

**PART IV-SECTION M**

**EVALUATION FACTORS FOR AWARD**

**M.01 GENERAL EVALUATION**

- (a) This acquisition will be conducted pursuant to the policies and procedures in Federal Acquisition Regulation (FAR) Part 15 and Department of Energy Acquisition Regulation (DEAR) Part 915. DOE has established a Technical Evaluation Committee (TEC) to evaluate the proposals submitted for this acquisition. Proposals will be evaluated by the TEC members in accordance with the procedures contained in FAR Part 15, DEAR Part 915, and the Evaluation Factors hereinafter described.
- (b) The instructions set forth in Section L are designed to provide guidance to the Offeror concerning the documentation that will be evaluated by the TEC. The Offeror shall furnish adequate and specific information in its response. A proposal will be eliminated from further consideration before the initial ratings if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. For example, a proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the essential requirements of the RFP (e.g. license/permit requirements), or if it clearly demonstrates that the Offeror does not understand the requirements of the RFP. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation. Except for license/permit requirements, the Offeror's Waste Acceptance Criteria as well as any other government imposed limitations/restrictions/special requirements will not be considered as a basis for elimination from further considerations.
- (c) Prior to an award, a finding shall be made by the Contracting Officer whether any possible Organizational Conflict of Interest (OCI) exists with respect to the apparent successful Offeror(s) or whether there is little or no likelihood that such conflict exists. In making this determination, DOE will consider the representation required by Section K of this solicitation. Award(s) will be made if there is no OCI or if the OCI can be appropriately avoided or mitigated.
- (d) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Only the line item or line items identified in the Offeror's proposal will be evaluated for award. Therefore, the Offeror's proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.



## **M.02 BASIS FOR CONTRACT AWARD**

Awards will be made for each CLIN on the basis of the lowest price technically acceptable. Multiple awards are anticipated from this solicitation. The Government intends to award one or more contracts per CLIN resulting from this Request for Proposal (RFP) to the responsible Offerors whose proposals conform to the RFP. An offeror may be awarded a single CLIN, a combination of CLINs, or all CLINs. To be awarded the Ancillary Services CLIN, an offeror must be awarded one or more of the other CLINs. All offerors who are determined to be technically acceptable will receive an award for each CLIN proposed if their price(s) are determined to be reasonable and complete.

## **M.03 EVALUATION FACTORS (LOWEST PRICE TECHNICALLY ACCEPTABLE)**

### **TECHNICAL PROPOSAL**

The Technical Proposals will be evaluated based on the following factors on a technically acceptable (go/no-go) basis:

- (1) Understanding of Technical Requirements;
- (2) Technical Approach to Environment, Safety and Health/Quality Assurance;
- (3) Experience;
- (4) Past Performance.

In accordance with FAR 15.101-2, DOE will evaluate the Offeror's capability to successfully perform the Statement of Work as evidenced by the Offeror's understanding, knowledge, and approach to the requirements of the prospective contract.

### **(1) Understanding of Technical Requirements**

The Offerors understanding of technical requirements will be evaluated on a technically acceptable (go-no-go) basis based on the offeror's ability to demonstrate:

- The offeror's technical approach can accomplish the work scope for the CLIN(s) for which it has proposed and that the offeror can meet the requirements as specified in Section C. The offeror must demonstrate that it can perform the scope of work in a timely, comprehensive, safe and legal manner.
- The offeror's approach to comply with applicable laws, regulations and statutes and required licenses and permits.
- The offeror's approach to meet acceptance, storage, treatment, repackaging and management of wastes, including: characterization, handling, equipment, facilities and process(es) for treatment, including waste minimization and pollution prevention.

- The offeror's process for certification of waste is in accordance with disposal or release site's waste acceptance criteria, including approach to resolving non-conforming waste (e.g, contamination of packages).
- The offeror's approach to managing and disposing of all residual, byproduct and secondary waste meets the requirements of the Statement of Work.
- The offeror's approach for execution and work scheduling, and the capacity/throughput of the technical approach meets the requirements of the Statement of Work.

*A description of the evaluation of the Sample Task for CLIN 0003 Ancillary Services will be included in this Section of the Final RFP.*

## **(2) Technical Approach to Environment, Safety and Health/Quality Assurance**

The Offeror's technical approach to Environmental, Safety and Health/Quality Assurance will be evaluated on a technically acceptable (go-no-go) basis based on its compliance with integrated safety management principles in its work processes contemplated in the Contract Clause in Section I entitled, DEAR 952.223-71 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION. This includes the offeror's approach to: Radiation Protection, Environmental Compliance, Quality Assurance, Industrial Safety, Transportation Safety, Pollution Prevention, Fire Protection and Criticality.

## **(3) Experience**

The Offeror's experience will be evaluated on a technically acceptable (go-no-go) basis based on its demonstration of its experience in accomplishing efforts relevant to those described in the Statement of Work, including technical performance, effectively working with regulatory agencies and interest groups, quality assurance, managing complex activities with emphasis on the integration of safety into operations, and business management. In evaluating the offeror's written proposal, DOE will consider: execution of activities relevant to the Statement of Work in size, scope, and complexity.

In the case of a newly formed joint venture, limited liability partnership, or other entity formed for the purpose of competing for this contract, DOE will evaluate the experience of the entities that comprise the newly formed entity.

## **(4) Past Performance**

The Offeror's past performance will be evaluated on a technically acceptable (go/no-go) basis based on the offeror's demonstrated past performance history.

Each offeror will be evaluated on their performance under existing and prior contracts for similar services. The offeror's past performance will be evaluated based on

information furnished by the offeror and its customers and other sources on Government contracts and/or commercial operations that demonstrates quality of performance and that are similar in size, scope, and complexity to the work described in the Statement of Work. The extent of ESH&QA excellence in the contractor's operations will be evaluated by comparing the data provided as required by Attachment L-3 with other DOE contractors' data and industry norms.

DOE may consider past performance information from independent data sources as well as data provided by the Offeror. DOE will review all information submitted, may contact some or all of the contract references provided by the offeror, and may contact references other than those identified by the Offeror.

A substantial amount of negative past performance information will result in a no-go (not technically acceptable) for this evaluation factor. An Offeror without any relevant past performance or for whom information on past performance is not available, shall be evaluated as a go.

## **PRICE/COST PROPOSAL**

The offeror's price proposal will not be point scored, but will be used in determining the lowest price to the Government in accordance with M.02 of this solicitation and FAR Part 15.

The Offeror's price data will also be evaluated to assess reasonableness and the accuracy of the proposed prices. The price reasonableness evaluation may include the following:

- Comparison of the Offeror's Prices for each unit price proposed in Section J, Attachment B, to other Offeror's Prices for each unit price proposed.
- Comparison of previously proposed prices and previous Government and commercial contract prices with current proposed prices for the same or similar items
- Comparison of proposed prices with independent Government cost estimates

The responsibility and financial capability evaluation will consider if an Offeror has adequate financial resources to perform the Contract or has the ability to obtain them.